



<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING <b>S10</b>	PAGE OF <b>1</b>	PAGES <b>28</b>
2. CONTRACT (Proc. Inst. Ident.) NO. <b>F09634-99-C-0002</b>		3. EFFECTIVE DATE <b>02/01/99</b>	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. <b>F670LG903301009</b>			
5. ISSUED BY <b>HQ AFRC/LGCP</b> Buyer: Betty S. Holley 1000A Executive Ct Warner Robins GA 31093	CODE <b>FA6643</b>	6. ADMINISTERED BY (If other than Item 5) <b>914 AW/LGC</b> 2720 Kirkbridge Drive Niagara Falls IAP-ARS NY 14304-5001		CODE <b>F09609</b>		

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  <b>Griffin Services Inc</b> 5755 Dupree Dr NW, Ste 220 Atlanta A 30327		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) <b>See Section F-1</b>
		9. DISCOUNT FOR PROMPT PAYMENT  <b>NET</b>
10. SUBMIT INVOICES (4 copies unless otherwise specified) ADDRESS SHOWN IN: 		ITEM <b>Block 6</b>

CODE <b>OCZF1</b>	FACILITY CODE	11. SHIP TO/MARK FOR CODE <b>F670LG</b>	12. PAYMENT WILL BE MADE BY CODE <b>F03000</b> <b>DFAS-DY/FP</b> Mark for: F09634-99-C-0002 1050 Forrer Blvd Dayton OH 45420-1472
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304(c) ( ) <input type="checkbox"/> 41 USC 253(c) ( )		14. ACCOUNTING AND APPROPRIATION DATA <b>See Section G</b>
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	<b>See Section B</b> No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 31 Mar 99, until funds are made available to the Contracting Officer (CO) for performance and until the contractor receives notice of availability to be confirmed in writing by the CO				<b>Estimated</b>
15G. TOTAL AMOUNT OF CONTRACT					<b>\$ 3,196,832.99</b>

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17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>5</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
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19A. NAME AND TITLE OF SIGNER (Type or print)		20A. NAME OF CONTRACTING OFFICER <b>BETTY S. HOLLEY</b>	
19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

**SECTION B**  
**SUPPLIES/SERVICES AND PRICES**

The contractor shall provide all personnel, equipment, tools, materials, and supervision, except as identified as government furnished in Section C, required to perform Base Operating Support (BOS) services as defined herein, at Niagara Falls IAP-ARS NY. Unless otherwise indicated, all Contract Line Item Numbers (CLINs) are firm, fixed priced. The prices for all data requirements identified in the PWS are included in the prices of CLINs set forth in Section B; no separate payment shall be made for any data. **NOTE: ALL OVERTIME WORK WHICH IS NOT INCLUDED IN THE FIRM, FIXED PRICE PORTION OF THE CONTRACT SHALL BE APPROVED IN ADVANCE BY THE ACO OR DESIGNATED REPRESENTATIVE.**

**LEGEND:**

**\*TO BE PROVIDED BY THE GOVERNMENT WHEN FUNDS ARE OBLIGATED FOR THE OPTION PERIOD**

**\*\*TO BE PROVIDED BY THE GOVERNMENT WHEN FUNDS BECOME AVAILABLE**

**B-1. BASIC CONTRACT PERIOD (01 Feb 99 through 31 Mar 00)**

**a. Orientation Period: (EST 01 Feb 99 through 31 Mar 99)** Orientation is anticipated to be approximately 60 days; however, since the required orientation tasks are not dependent upon the number of days allowed, the orientation price is for one lot, regardless of the actual number of days realized. Accordingly, no price adjustment will be negotiated for any change in the actual number of days in the orientation period. Orientation will begin five calendar days after the government issues the contractor a written notice to proceed and will continue until the actual start of operational performance.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL AMOUNT</u>
0001	AA	Orientation Period IAW Section C	1	LO	\$ 96,663.00

**b. Operational Performance Period (EST 01 Apr 99 through 31 Mar 00)** Note: The administrative requirements of OMB Circular A-76 may cause a slippage in the beginning of operational performance from the date indicated above. Should such slippage occur, reducing the operational performance to less than twelve calendar months, the government and the contractor will negotiate an equitable adjustment to the firm, fixed monthly price for the first month.

**(1) Firm, Fixed Price Monthly Services** (Applicable to All PWS Tabs):

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
0002	AB	Operation of the Base Supply function IAW Section C, PWS Tabs A & B	12	MO	\$ 76,151.05	\$ 913,812.60
0003	AC	Operation of the Motor Vehicle Management function IAW Section C, PWS Tabs A & C	12	MO	34,176.16	410,113.92
0004	AD	Operation of the Traffic Management function IAW Section C, PWS Tabs A & D	12	MO	16,403.08	196,836.96
0005	AE	Operation of the Communications & Information Mgmt function IAW Section C, PWS Tabs A & E	12	MO	59,099.38	694,251.48
0006	AF	Operation of the Real Property Maintenance function IAW Section C, PWS Tabs A & F	12	MO	48,994.55	587,934.60
0007		Reserved				
0008	AG	Operation of the Airfield Management function IAW Section C, PWS Tabs A & H	12	MO	14,825.83	177,909.96
0009	AH	Operation of the Meteorological function IAW Section C, PWS Tabs A & I	12	MO	15,143.66	181,723.92
0010		Reserved				

**(2) Labor-Hour Service Call CLIN** (Applicable only to PWS Tabs A and F). The price for CLIN 0011 below is not included in the firm, fixed prices of CLINs 0002 through 0010 above. As funding is required, the government will unilaterally place a pool of funds on these CLINs. Work under this CLIN will be accomplished in accordance with PWS Tab F, Section C-5, and paid upon actual performance. Actual quantities of hours to be required are unknown. These rates, including the O/T rates, must be in compliance with the Service Contract Act and Fair Labor Standards Act (FLSA). Overtime rates should be the actual loaded labor rate paid for overtime, in accordance with the FLSA, for each category. The fixed hourly rates under

CLIN 0011 include all charges for direct labor, fringe benefits and all other payroll additives, all indirect costs (including, but not limited to, overhead and G & A), and profit. **NOTE: ONLY THE LABOR CATEGORIES LISTED BELOW SHALL PERFORM WORK UNDER THIS CLIN.**

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL EST AMOUNT</u>
0011	AJ	Service Calls/Projects IAW Section C, Tabs A & F	1	LO	426,541.50
		<u>Labor Category</u>		<u>Hrly Rate (NDH)</u>	<u>Hrly Rate (O/T)</u>
		Carpenter			
		Electrician - Interior			
		Electrician - Exterior			
		Plumber			
		Pipe Fitter			
		Grounds Maintenance Worker			
		Pavement Maintenance Worker			
		HVAC Specialist			
		Painter			
		Equipment Operator			
		Laborer			
		Roofer			
		Carpet Layer			
		Heavy Equipment Operator			
		Hazardous Material Handler			
		Maintenance Trades			
		Environmental Technician			

**(3) Over and Above Work** (Applicable to all PWS Tabs). The prices for CLIN 0013 are not included in the firm, fixed prices set forth for CLINs 0002 through 0010 above. In the event a requirement is identified under CLIN 0013, such requirement shall be ordered by the ACO on a "work request" basis pursuant to Section H-14. Hours shall be negotiated between the contractor and the ACO. Prices paid for this item shall be determined by multiplying the applicable hourly rate(s) set forth below times the hours agreed upon by the contractor and the ACO. The fixed, hourly rates set forth below include all charges for direct labor, fringe benefits and all other payroll additives, all indirect costs (including, but not limited to, overhead and G&A) and profit.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL EST AMOUNT</u>
0013	AK	Over & Above work which is within the scope of this contract, but not specifically identified herein	1	LO		\$32,999.44
0013AA		Over & Above work in support of the Base Supply function (Tabs A & B)				
0013AA01		Regular Hours	20	HR	\$ 25.22	\$ 504.40
0013AA02		Overtime Hours	5	HR	35.48	177.40
0013AB		Over & Above work in support of the Motor Vehicle Mgmt function (Tabs A & C)				
0013AB01		Regular Hours	20	HR	29.33	586.60
0013AB02		Overtime Hours	5	HR	43.99	219.95
0013AC		Over & Above work in support of the Traffic Mgmt function (Tabs A & D)				
0013AC01		Regular Hours	20	HR	24.14	482.80
0013AC02		Overtime Hours	5	HR	34.66	173.30
0013AD		Over & Above work in support of the Communications & Information Mgmt function (Tabs A & E)				
0013AD01		Regular Hours	20	HR	28.69	573.80
0013AD02		Overtime Hours	5	HR	43.04	215.20
0013AE		Over & Above work in support of the Real Property Mgmt function (Tabs A & F)				
0013AE01		Regular Hours	20	HR	27.50	550.00
0013AE02		Overtime Hours	5	HR	41.25	206.25

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL EST AMOUNT</u>
0013AF		Over & Above work in support of the Airfield Mgmt function (Tabs A & H)				
0013AF01		Regular Hours	20	HR	27.42	548.40
0013AF02		Overtime Hours	5	HR	39.74	198.70
0013AG		Over & Above work in support of Meteorological function (Tabs A & I)				
0013AG01		Regular Hours	20	HR	27.22	544.40
0013AG02		Overtime Hours	5	HR	37.63	188.15

(4) **Reimbursable Direct Parts and Materials** (Applicable to All PWS Tabs). The price(s) for CLIN 0014 are not included in CLINs 0002 through 0010 above. The contractor shall be reimbursed for direct parts and materials through CLIN 0014 in accordance with Section H-19.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL EST AMOUNT</u>
0014		Reimbursable Direct Parts & Materials IAW in Section H-18			
0014AA	AS	Base Supply (Tabs A & B)	1	LO	\$10,594.53
0014AB	AT	Motor Vehicle Mgmt (Tabs A & C)	1	LO	\$130,181.08
0014AC	AU	Traffic Management (Tabs A & D)	1	LO	\$10,833.70
0014AD	AV	Communication & Information Mgmt (Tabs A & E)	1	LO	\$146,906.46
0014AE	AW	Real Property Mgmt (Tabs A & F)	1	LO	\$543,346.61
0014AF	AX	Airfield Management (Tabs A & H)	1	LO	\$6,813.00
0014AG	AY	Meteorological Services (Tabs A & I)	1	LO	\$7,489.36

(5) **Emergency, Contingency, and Surge Requirements** (Applicable to All PWS Tabs-Except for Tab F). The price for CLIN 0015 is not included in the firm, fixed prices of CLINs 0002 through 0010. In the event an emergency, contingency, or surge requirement is identified by the government, the contractor will be reimbursed under CLIN 0015 in accordance with Section H-21 of the Schedule.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL EST AMOUNT</u>
0015	AZ	Contractor support for Mobility/Disaster Preparedness IAW Section C	1	LO	\$9,140.81
0015AA		Base Supply (Tabs A & B)	1	LO	**
0015AB		Motor Vehicle Mgmt (Tabs A & C)	1	LO	**
0015AC		Traffic Management (Tabs A & D)	1	LO	**
0015AD		Communication & Information Mgmt (Tabs A & E)	1	LO	**
0015AE		Reserved			**
0015AF		Airfield Management (Tabs A & H)	1	LO	**
0015AG		Meteorological Services (Tabs A & I)	1	LO	**

**B-2. ANNUAL OPTION I (The twelve-month period immediately following the Basic Contract Period). Option may be exercised on or before the last day of the basic contract period.**

(1) **Firm, Fixed Price Monthly Services** (Applicable to All PWS Tabs):

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1001		Reserved				
1002	BA	Operation of the Base Supply function IAW Section C, PWS Tabs A & B	12	MO	\$ 76,151.05	\$ 913,812.60
1003	BB	Operation of the Motor Vehicle Mgmt function IAW Section C, PWS Tabs A & C	12	MO	34,176.16	410.113.92
1004	BC	Operation of the Traffic Management function IAW Section C, PWS Tabs A & D	12	MO	16,403.08	196,836.96

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1005		Operation of the Communications & Information Mgmt function IAW Section C, PWS Tabs A & E				
1005AA	BD		3	MO	59,099.38	177,298.86
1005AB	BD		9	MO	102,654.54	923,890.86
1005AC	BV	NMIPR0LNFSH4297	1	LO	68,988.67	68,988.67
1006	BE	Operation of the Real Property Maintenance function IAW Section C, PWS Tabs A & F	12	MO	48,944.55	587,934.60
1007		Reserved				
1008	BF	Operation of the Airfield Management function IAW Section C, PWS Tabs A & H	12	MO	14,825.83	177,909.96
1009	BG	Operation of the Meteorological function IAW Section C, PWS Tabs A & I	12	MO	15,143.66	181,723.92
1010		Reserved				

(2) **Labor-Hour Service Call CLIN** (Applicable only to PWS Tabs A & F). The price for CLIN 1011 below is not included in the firm, fixed prices of CLINs 1002 through 1010 above. As funding is required, the government will unilaterally place a pool of funds on these CLINs. Work under this CLIN will be accomplished in accordance with PWS Tab F, Section C-5, and paid upon actual performance. Actual quantities of hours to be required are unknown. These rates, including the O/T rates, must be in compliance with the Service Contract Act and Fair Labor Standards Act (FLSA). Overtime rates should be the actual loaded labor rate paid for overtime, in accordance with the FLSA, for each category. The fixed hourly rates under CLIN 1011 include all charges for direct labor, fringe benefits and all other payroll additives, all indirect costs (including, but not limited to, overhead and G & A), and profit. **NOTE: ONLY THE LABOR CATEGORIES LISTED BELOW SHALL PERFORM WORK UNDER THIS CLIN.**

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL EST AMOUNT</u>
1011	BH	Service Calls Subject to the Service Contract Act IAW Section C, Tabs A & F	1	LO	\$ <u>530,275.86</u>
		<u>Labor Category</u>	<u>Hrly Rate (NDH)</u>	<u>Hrly Rate (O/T)</u>	
		Carpenter			
		Electrician - Interior			
		Electrician - Exterior			
		Plumber			
		Pipe Fitter			
		Grounds Maintenance Worker			
		Pavement Maintenance Worker			
		HVAC Specialist			
		Painter			
		Equipment Operator			
		Laborer			
		Roofer			
		Carpet Layer			
		Heavy Equipment Operator			
		Hazardous Material Handler			
		Maintenance Trades			
		Environmental Technician			

(3) **Over and Above Work** (Applicable to all PWS Tabs). The prices for CLIN 1013 are not included in the firm, fixed prices set forth for CLINs 1002 through 1010 above. In the event a requirement is identified under CLIN 1013, such requirement shall be ordered by the ACO on a "work request" basis pursuant to Section H-14. Hours shall be negotiated between the contractor and the ACO. Prices paid for this item shall be determined by multiplying the applicable hourly rate(s) set forth below times the hours agreed upon by the contractor and the ACO. The fixed, hourly rates set forth below include all charges for direct labor, fringe benefits and all other payroll additives, all indirect costs (including, but not limited to, overhead and G&A) and profit.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL EST AMOUNT</u>
1013	BJ	Over & Above work which is within the scope of this contract but not specifically identified herein	1	LO	\$12,286.89	\$12,286.89
1013AA		Over & Above work in support of the Base Supply function (Tabs A & B)				
1013AA01		Regular Hours	20	HR	\$ 25.19	\$ 503.80
1013AA02		Overtime Hours	5	HR	35.38	176.90
1013AB		Over & Above work in support of the Motor Vehicle Mgmt function (Tabs A & C)				
1013AB01		Regular Hours	20	HR	29.33	586.60
1013AB02		Overtime Hours	5	HR	43.99	219.95
1013AC		Over & Above work in support of the Traffic Mgmt function (Tabs A & D)				
1013AC01		Regular Hours	20	HR	24.14	482.80
1013AC02		Overtime Hours	5	HR	34.66	173.30
1013AD		Over & Above work in support of the Communications & Information Mgmt function (Tabs A & E)				
1013AD01		Regular Hours	20	HR	28.69	573.80
1013AD02		Overtime Hours	5	HR	43.04	215.20
1013AE		Over & Above work in support of the Real Property Mgmt function (Tabs A & F)				
1013AE01		Regular Hours	20	HR	27.50	550.00
1013AE02		Overtime Hours	5	HR	41.25	206.25
1013AF		Over & Above work in support of the Airfield Mgmt function (Tabs A & H)				
1013AF01		Regular Hours	20	HR	27.42	548.40
1013AF02		Overtime Hours	5	HR	39.74	198.70
1013AG		Over & Above work in support of Meteorological function (Tabs A & I)				
1013AG01		Regular Hours	20	HR	27.22	544.40
1013AG02		Overtime Hours	5	HR	37.63	188.15

(4) **Reimbursable Direct Parts and Materials** (Applicable to All PWS Tabs). The price for CLIN 1014 is not included in CLINs 1002 through 1010 above. The contractor shall be reimbursed for direct parts and materials through CLIN 1014 in accordance with Section H-19.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL EST AMOUNT</u>
1014		Reimbursable Direct Parts & Materials as defined in Section H-18.			
1014AA	BK	Base Supply (Tabs A & B)	1	LO	\$ <u>9,004.96</u>
1014AB	BL	Motor Vehicle Mgmt (Tabs A & C)	1	LO	\$ <u>119,076.77</u>
1014AC	BM	Traffic Management (Tabs A & D)	1	LO	\$ <u>27,957.89</u>
1014AD	BN BW	Communication & Information Mgmt (Tabs A & E) NMIPR007070509	1	LO	\$ <u>148,433.09</u> \$ <u>16,000.00</u>
1014AE	BP	Real Property Mgmt (Tabs A & F)	1	LO	\$ <u>633,545.25</u>
1014AF	BR	Airfield Mgmt (Tabs A & H)	1	LO	\$ <u>5,457.04</u>
1014AG	BS	Meteorological Services (Tabs A & I)	1	LO	\$ <u>3,206.94</u>

**(5) Emergency, Contingency, and Surge Requirements** (Applicable to All PWS Tabs-Except for Tab F). The price for CLIN 1015 is not included in the firm, fixed prices of CLINs 1002 through 1010. In the event an emergency, contingency, or surge requirement is identified by the government, the contractor will be reimbursed under CLIN 1015 in accordance with Section H-21.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL EST AMOUNT</u>
1015	BT	Contractor support for Mobility/Disaster Preparedness IAW Section C	<u>1</u>	LO	\$ 44,775.58
1015AA		Base Supply (Tabs A & B)	1	LO	\$ _____
1015AB		Motor Vehicle Mgmt (Tabs A & C)	1	LO	\$ _____
1015AC		Traffic Management (Tabs A & D)	1	LO	\$ _____
1015AD		Communication & Information Mgmt (Tabs A & E)	1	LO	\$ _____
1015AE		Reserved			
1015AF		Airfield Management (Tabs A & H)	1	LO	\$ _____
1015AG		Meteorological Services (Tabs A & I)	1	LO	\$ _____
1016	BU	Wage Determination Settlement	1	LO	\$ 96,582.30

**B-3. ANNUAL OPTION II** (The twelve month period immediately following Annual Option I). Option may be exercised on or before the last day of Annual Option 1.

**(1) Firm, Fixed Price Monthly Services** (Applicable to All PWS Tabs):

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
2001		Reserved				
2002	CA	Operation of the Base Supply function IAW Section C, PWS Tabs A & B	12	MO	\$ 76,151.05	\$ 913,812.60
2003	CB	Operation of the Motor Vehicle Management function IAW Section C, PWS Tabs A & C	12	MO	34,176.16	410,113.92
2004	CC	Operation of the Traffic Management function IAW Section C, PWS Tabs A & D	12	MO	16,403.08	196,836.96
2005	CD	Operation of the Communications & Information Mgmt function IAW Section C, PWS Tabs A & E	12	MO	103,880.85	1,246,570.20
2006	CE	Operation of the Real Property Maintenance function IAW Section C, PWS Tabs A & F	12	MO	48,994.55	587,934.60
2007		Reserved				
2008	CF	Operation of the Airfield Management function IAW Section C, PWS Tabs A & H	12	MO	19,762.33	237,147.96
2009	CG	Operation of the Meteorological function IAW Section C, PWS Tabs A & I	12	MO	15,143.66	181,723.92
2010		Reserved				

**(2) Labor-Hour Service Call CLIN** (Applicable only to PWS Tabs A and F). The price for CLIN 2011 below is not included in the firm, fixed prices of CLINs 2002 through 2010 above. As funding is required, the government will unilaterally place a pool of funds on this CLIN. Work under this CLIN will be accomplished in accordance with PWS Tab F, Section C-5, and paid upon actual performance. Actual quantities of hours to be required are unknown. These rates, including the O/T rates, must be in compliance with the Service Contract Act and Fair Labor Standards Act (FLSA). Overtime rates should be the actual loaded labor rate paid for overtime, in accordance with the FLSA, for each category. The fixed hourly rates under CLIN 2011 include all charges for direct labor, fringe benefits and all other payroll additives, all indirect costs (including, but not limited to, overhead and G & A), and profit. **NOTE: ONLY THE LABOR CATEGORIES LISTED BELOW SHALL PERFORM WORK UNDER THIS CLIN.**

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL EST AMOUNT</u>
2011	CH	Service Calls Subject to the Service Contract	1	LO	\$ <u>482,794.94</u>

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL EST AMOUNT</u>
		Act IAW Section C, Tabs A & F			
		<u>Labor Category</u>	<u>Hrly Rate (NDH)</u>	<u>Hrly Rate (O/T)</u>	
		Carpenter			
		Electrician - Interior			
		Electrician - Exterior			
		Plumber			
		Pipe Fitter			
		Grounds Maintenance Worker			
		Pavement Maintenance Worker			
		HVAC Specialist			
		Painter			
		Equipment Operator			
		Laborer			
		Roofer			
		Carpet Layer			
		Heavy Equipment Operator			
		Hazardous Material Handler			
		Maintenance Trades			
		Environmental Technician			

**(3) Over and Above Work** (Applicable to all PWS Tabs). The price of CLIN 2013 is not included in the firm, fixed prices set forth for CLINs 2002 through 2010 above. In the event a requirement is identified under CLIN 2013, such requirement shall be ordered by the ACO on a "work request" basis pursuant to Section H-14. Hours shall be negotiated between the contractor and the ACO. Prices paid for this item shall be determined by multiplying the applicable hourly rate(s) set forth below times the hours agreed upon by the contractor and the ACO. The fixed, hourly rates set forth below include all charges for direct labor, fringe benefits and all other payroll additives, all indirect costs (including, but not limited to, overhead and G&A) and profit.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL EST AMOUNT</u>
2013	CJ	Over & Above work which is within the scope of this contract but not specifically identified herein	1	LO	11,917.52	11,917.52
2013AA		Over & Above work in support of the Base Supply function (Tabs A & B)				
2013AA01		Regular Hours	20	HR	\$ 25.19	\$ 503.80
2013AA02		Overtime Hours	5	HR	35.38	176.90
2013AB		Over & Above work in support of the Motor Vehicle Mgmt function (Tabs A & C)				
2013AB01		Regular Hours	20	HR	29.33	586.60
2013AB02		Overtime Hours	5	HR	43.99	219.95
2013AC		Over & Above work in support of the Traffic Mgmt function (Tabs A & D)				
2013AC01		Regular Hours	20	HR	24.14	482.80
2013AC02		Overtime Hours	5	HR	34.66	173.30
2013AD		Over & Above work in support of the Communication: & Information Mgmt function (Tabs A & E)				
2013AD01		Regular Hours	20	HR	28.69	573.80
2013AD02		Overtime Hours	5	HR	43.04	215.20
2013AE		Over & Above work in support of the Real Property Mgmt function (Tabs A & F)				
2013AE01		Regular Hours	20	HR	27.50	550.00
2013AE02		Overtime Hours	5	HR	41.25	206.25
2013AF		Over & Above work in support of the Airfield Mgmt function (Tabs A & H)				
2013AF01		Regular Hours	20	HR	27.42	548.40
2013AF02		Overtime Hours	5	HR	39.74	198.70



<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL EST AMOUNT</u>
2013AG		Over & Above work in support of Meteorological function (Tabs A & I)				
2013AG01		Regular Hours	20	HR	27.22	544.40
2013AG02		Overtime Hours	5	HR	37.63	188.15

(4) **Reimbursable Direct Parts & Materials** (Applicable to All PWS Tabs). The price for CLIN 2014 is not included in CLINs 2002 through 2010 above. The contractor shall be reimbursed for direct parts and materials through CLIN 2014 in accordance with Section H-19.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL EST AMOUNT</u>
2014		Reimbursable Direct Parts & Materials IAW Section H-18.			
2014AA	CK	Base Supply (Tabs A & B)	1	LO	\$ 9,893.81
2014AB	CL	Motor Vehicle Mgmt (Tabs A & C)	1	LO	\$ 113,660.21
2014AC	CM	Traffic Mgmt (Tabs A & D)	1	LO	\$ 7,969.92
2014AD	CN	Communications & Information Mgmt (Tabs A & E)	1	LO	\$ 59,673.67
2014AE	CP	Real Property Management (Tabs A & F)	1	LO	\$ 216,235.05
	CG	Total of 590K	1	LO	\$ 240,000.00
2014AF	CR	Airfield Management (Tabs A & H)	1	LO	\$ 4,243.28
2014AG	CS	Meteorological Services (Tabs A & I)	1	LO	\$ 4,717.08

(5) **Emergency, Contingency, and Surge Requirements** (Applicable to All PWS Tabs-Except for Tab F). The price for CLIN 2015 is not included in the firm, fixed prices of CLINs 2002 through 2010. In the event an emergency, contingency, or surge requirement is identified by the government, the contractor will be reimbursed under CLIN 2015 in accordance with Section H-21.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL EST AMOUNT</u>
2015	CT	Contractor support for Mobility/Disaster Preparedness IAW Section C	1	LO	\$ 31,020.94
2015AA		Base Supply (Tabs A & B)	1	LO	.
2015AB		Motor Vehicle Mgmt (Tabs A & C)	1	LO	
2015AC		Traffic Mgmt (Tabs A & D)	1	LO	
2015AD		Communication & Information Mgmt (Tabs A & E)	1	LO	.
2015AE		Reserved			
2015AF		Airfield Management (Tabs A & H)	1	LO	
2015AG		Meteorological Services (Tabs A & I)	1	LO	
2017	CU	NSMIPR0253300 (107ANG Snow Removal)	1	LO	\$ 57,538.22
2018	CV	Wage Determination	1	LO	\$164,608.48

**B-4. ANNUAL OPTION III** (The twelve-month period immediately following Annual Option II). Option may be exercised on or before the last day of Annual Option II.

(1) **Firm, Fixed Price Monthly Services** (Applicable to All PWS Tabs):

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
3001	N	Reserved				
3002	DA	Operation of the Base Supply function IAW Section C, PWS Tabs A & B	12	MO	\$ 77,323.13	\$ 927,877.56
3003	DB	Operation of the Motor Vehicle Mgmt function	12	MO	34,866.81	418,641.72

<u>CLIN</u>	<u>ACR</u> <u>N</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
		IAW Section C, PWS Tabs A & C				
3004	DC	Operation of the Traffic Mgmt function IAW Section C, PWS Tabs A & D	12	MO	17,255.17	207,062.04
3005	DD	Operation of the Communications & Information Mgmt function IAW Section C, PWS Tabs A & E	12	MO	105,022.58	1,260,270.96
3006		Operation of the Real Property Maintenance function IAW Section C, PWS Tabs A & F				
3006AA	DE	RPM	12	MO	33,333.33	399,999.96
3006AB	DF	PRS	12	MO	17,048.10	204,577.20
3007		Reserved				
3008	DG	Operation of the Airfield Management function IAW Section C, PWS Tabs A & H	12	MO	24,698.83	296,385.96
3009	DH	Operation of the Meteorological function IAW Section C, PWS Tabs A & I	12	MO	15,694.01	191,568.12
3010		Reserved				

(2) **Labor-Hour Service Call CLIN** (Applicable only to PWS Tabs A & F). The price for CLIN 3011 below is not included in the firm, fixed prices of CLINs 3002 through 3010 above. As funding is required, the government will unilaterally place a pool of funds on this CLIN. Work under this CLIN will be accomplished in accordance with PWS Tab F, Section C-5, and paid upon actual performance. Actual quantities of hours to be required are unknown. These rates, including the O/T rates, must be in compliance with the Service Contract Act and Fair Labor Standards Act (FLSA). Overtime rates should be the actual loaded labor rate paid for overtime, in accordance with the FLSA, for each category. The fixed hourly rates under CLIN 3011 include all charges for direct labor, fringe benefits and all other payroll additives, all indirect costs (including, but not limited to, overhead and G & A), and profit. **NOTE: ONLY THE LABOR CATEGORIES LISTED BELOW SHALL PERFORM WORK UNDER THIS CLIN.**

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL EST AMOUNT</u>
3011		Service Calls Subject to the Service Contract Act IAW Section C, Tabs A & F			.
3011AA	DJ		1	LO	\$354,174.26
3011AB	DK		1	LO	\$154,870.64
		<u>Labor Category</u>	<u>Hrly Rate (NDH)</u>	<u>Hrly Rate (O/T)</u>	
		Carpenter			
		Electrician - Interior			
		Electrician - Exterior			
		Plumber			
		Pipe Fitter			
		Grounds Maintenance Worker			
		Pavement Maintenance Worker			
		HVAC Specialist			
		Painter			
		Equipment Operator			
		Laborer			
		Roofer			
		Carpet Laver			
		Heavy Equipment Operator			
		Hazardous Material Handler			
		Maintenance Trades			
		Environmental Technician			

(3) **Over and Above Work** (Applicable to all PWS Tabs). The prices for CLIN 3013 are not included in the firm, fixed prices set forth for CLINs 3002 through 3010 above. In the event a requirement is identified under CLIN 3013, such requirement shall be ordered by the ACO on a "work request" basis pursuant to Section H-14. Hours shall be negotiated between the contractor and the ACO. Prices paid for this item shall be determined by multiplying the applicable hourly rate(s) set forth below times the hours agreed upon by the contractor and the ACO. The fixed, hourly rates set forth below include all

charges for direct labor, fringe benefits and all other payroll additives, all indirect costs (including, but not limited to, overhead and G&A) and profit.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL EST AMOUNT</u>
3013	DL	Over & Above work which is within the scope of this contract but not specifically identified herein	1	LO	7,469.74	
3013AA		Over & Above work in support of the Base Supply function (Tabs A & B)				
3013AA01		Regular Hours	20	HR	\$ 25.19	\$ 503.80
3013AA02		Overtime Hours	5	HR	35.38	176.90
3013AB		Over & Above work in support of the Motor Vehicle Mgmt function (Tabs A & C)				
3013AB01		Regular Hours	20	HR	29.33	586.60
3013AB02		Overtime Hours	5	HR	43.99	219.95
3013AC		Over & Above work in support of the Traffic Management function (Tabs A & D)				
3013AC01		Regular Hours	20	HR	24.14	482.80
3013AC02		Overtime Hours	5	HR	34.66	173.30
3013AD		Over & Above work in support of the Communications & Information Mgmt function (Tabs A & E)				
3013AD01		Regular Hours	20	HR	28.69	573.80
3013AD02		Overtime Hours	5	HR	43.04	215.20
3013AE		Over & Above work in support of the Real Property Management function (Tabs A & F)				
3013AE01		Regular Hours	20	HR	27.50	550.00
3013AE02		Overtime Hours	5	HR	41.25	206.25
3013AF		Over & Above work in support of the Airfield Management function (Tabs A & H)				
3013AF01		Regular Hours	20	HR	27.42	548.40
3013AF02		Overtime Hours	5	HR	39.74	198.70
3013AG		Over & Above work in support of Meteorological function (Tabs A & I)				
3013AG01		Regular Hours	20	HR	27.22	544.40
3013AG02		Overtime Hours	5	HR	37.63	188.15

**(4) Reimbursable Direct Parts & Materials** (Applicable to All PWS Tabs). The price for CLIN 3014 is not included in CLINs 3002 through 3010 above. The contractor shall be reimbursed for direct parts and materials through CLIN 3014 in accordance with Section H-19.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL EST AMOUNT</u>
3014		Reimbursable Direct Parts & Materials as defined in Section H-18.			
3014AA	DM	Base Supply (Tabs A & B)	1	LO	\$ 12,554.37
3014AB	DN	Motor Vehicle Mgmt (Tabs A & C)	1	LO	\$ 119,658.27
3014AC	DP	Traffic Management (Tabs A & D)	1	LO	\$ 9,967.39
3014AD	DR	Information Mgmt (Tabs A & E)	1	LO	\$ 118,749.27
3014AE	DS	Real Property Mgmt (Tabs A & F)	1	LO	\$ 277,223.73
3014AF	DT	Airfield Mgmt (Tabs A & H)	1	LO	\$ 4,571.64
3014AG	DU	Meteorological Services (Tabs A & I)	1	LO	\$ 3,275.98
3014AJ	DV	RPS (Tabs A & F)	1	LO	\$ 143,666.65

**(5) Emergency, Contingency, and Surge Requirements** (Applicable to All PWS Tabs-Except for Tab F). The price for CLIN 3015 is not included in the firm, fixed prices of CLINs 3002 through 3010. In the event an emergency, contingency, or surge requirement is identified by the government, the contractor will be reimbursed under CLIN 3015 in accordance with Section H-21.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL EST AMOUNT</u>
3015	DW	Contractor support for Mobility/Disaster Preparedness IAW Section C	<u>1</u>	LO	\$29,010.99
3015AA		Base Supply (Tabs A & B)			
3015AB		Motor Vehicle Mgmt (Tabs A & C)			
3015AC		Traffic Management (Tabs A & D)			
3015AD		Information Mgmt (Tabs A & E)			
3015AE		Reserved			
3015AF		Airfield Management (Tabs A & H)			
3015AG		Meteorological Services (Tabs A & I)			
3016	DX	107 <sup>TH</sup> ANG Snow Removal	<u>1</u>	LO	\$ 17,841.96
3018	DY	Wage Determination	<u>1</u>	LO	\$201,640.66

**B-5. ANNUAL OPTION IV (The twelve month period immediately following Annual Option III). Option may be exercised on or before the last day of Annual Option III.**

**(1) Firm, Fixed Price Monthly Services** (Applicable to All PWS Tabs):

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
4001		Reserved				
4002	EA	Operation of the Base Supply function IAW Section C, PWS Tabs A & B	12	MO	\$ 77,323.13	\$ 927,877.56
4003	EB	Operation of the Motor Vehicle Mgmt function IAW Section C, PWS Tabs A & C	12	MO	34,886.81	418,641.72
4004	EC	Operation of the Traffic Management function IAW Section C, PWS Tabs A & D	12	MO	17,255.17	207,062.04
4005	ED	Operation of the Communications & Information Mgmt function IAW Section C, PWS Tabs A & E	12	MO	106,283.77	1,275,405.24
4006		Operation of the Real Property Maintenance function IAW Section C, PWS Tabs A & F				
4006AA	EE	RPM	12	MO	33,333.33	399,999.96
4006AB	EF	RPS			17,048.10	204,577.20
4007		Reserved				
4008	EG	Operation of the Airfield Management function IAW Section C, PWS Tabs A & H	12	MO	24,698.83	296,385.96
4009	EH	Operation of the Meteorological function IAW Section C, PWS Tabs A & I	12	MO	15,964.01	191,568.12
4010		Reserved				

**(2) Labor-Hour Service Call CLIN** (Applicable only to PWS Tabs A & F). The price for CLIN 4011 below is not included in the firm, fixed prices of CLINs 4002 through 4010 above. As funding is required, the government will unilaterally place a pool of funds on these CLINs. Work under this CLIN will be accomplished in accordance with PWS Tab F, Section C-5, and paid upon actual performance. Actual quantities of hours to be required are unknown. Offerors are reminded these rates, including the O/T rates, must be in compliance with the Service Contract Act and Fair Labor Standards Act (FLSA). Overtime rates should be the actual loaded labor rate paid for overtime, in accordance with the FLSA, for each category. The fixed hourly rates under CLIN 4011 include all charges for direct labor, fringe benefits and all other payroll additives, all indirect costs (including, but not limited to, overhead and G & A), and profit. **NOTE: ONLY THE LABOR CATEGORIES LISTED BELOW SHALL PERFORM WORK UNDER THIS CLIN.**

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL EST AMOUNT</u>
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<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL EST AMOUNT</u>
4011		Service Calls Subject to the Service Contract Act IAW Section C, Tabs A & F			
4011AA	EJ	RPM	1	LO	\$420,562.44
4011AB	EK	RPS	1	LO	\$ 117,160.47
		<u>Labor Category</u>		<u>Hrly Rate (NDH)</u>	<u>Hrly Rate (O/T)</u>
		Carpenter			
		Electrician - Interior			
		Electrician - Exterior			
		Plumber			
		Pipe Fitter			
		Grounds Maintenance Worker			
		Pavement Maintenance Worker			
		HVAC Specialist			
		Painter			
		Equipment Operator			
		Laborer			
		Roofer			
		Carpet Layer			
		Heavy Equipment Operator			
		Hazardous Material Handler			
		Maintenance Trades			
		Environmental Technician			

**(3) Over and Above Work** (Applicable to all PWS Tabs). The price of CLIN 4013 is not included in the firm, fixed prices set forth for CLINs 4002 through 4010 above. In the event a requirement is identified under CLIN 4013, such requirement shall be ordered by the ACO on a "work request" basis pursuant to Section H-14. Hours shall be negotiated between the contractor and the ACO. Prices paid for this item shall be determined by multiplying the applicable hourly rate(s) set forth below times the hours agreed upon by the contractor and the ACO. The fixed, hourly rates set forth below include all charges for direct labor, fringe benefits and all other payroll additives, all indirect costs (including, but not limited to, overhead and G&A) and profit.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL EST AMOUNT</u>
4013	EL	Over & Above work which is within the scope of this contract, but not specifically identified herein	1	LO	10,000.00	\$10,000.00
4013AA		Over & Above work in support of the Base Supply function (Tabs A & B)				
4013AA01		Regular Hours	20	HR	\$ 25.19	\$ 503.80
4013AA02		Overtime Hours	5	HR	35.38	176.90
4013AB		Over & Above work in support of the Motor Vehicle Mgmt function (Tabs A & C)				
4013AB01		Regular Hours	20	HR	29.33	586.60
4013AB02		Overtime Hours	5	HR	43.99	219.95
4013AC		Over & Above work in Mgmt support of the Traffic function (Tabs A & D)				
4013AC01		Regular Hours	20	HR	24.14	482.80
4013AC02		Overtime Hours	5	HR	34.66	173.30
4013AD	*	Over & Above work in support of the Communications & Information Management function (Tabs A & E)				
4013AD01		Regular Hours	20	HR	28.69	573.80
4013AD02		Overtime Hours	5	HR	43.04	215.20
4013AE	*	Over & Above work in support of the Real Property Mgmt function (Tabs A & F)				

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL EST AMOUNT</u>
4013AE01		Regular Hours	20	HR	27.50	550.00
4013AE02		Overtime Hours	5	HR	41.25	206.25
4013AF	*	Over & Above work in support of the Airfield Management function (Tabs A & H)				
4013AF01		Regular Hours	20	HR	27.42	548.40
4013AF02		Overtime Hours	5	HR	39.74	198.70
4013AG		Over & Above work in support of Meteorological function (Tabs A & I)				
4013AG01		Regular Hours	20	HR	27.22	544.40
4013AG02		Overtime Hours	5	HR	37.63	188.15

(4) **Reimbursable Direct Parts & Materials** (Applicable to All PWS Tabs). The price for CLIN 4014 is not included in CLINs 4002 through 4010 above. The contractor shall be reimbursed for direct parts and materials through CLIN 4014 in accordance with Section H-19.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL EST AMOUNT</u>
4014		Reimbursable Direct Parts & Materials as defined in Section H-18			
4014AA	EM	Base Supply (Tabs A & B)	1	LO	\$ <u>17,000.00</u>
4014AB	EN	Motor Vehicle Mgmt (Tabs A & C)	1	LO	\$ <u>126,000.00</u>
4014AC	EP	Traffic Management (Tabs A & D)	1	LO	\$ <u>12,000.00</u>
4014AD	ER	Communication & Information Mgmt (Tabs A & E)	1	LO	\$ <u>126,000.00</u>
4014AE	ES	Real Property Mgmt (Tabs A & F)	1	LO	\$ <u>368,228.93</u>
4014AF	ET	Airfield Management (Tabs A & H)	1	LO	\$ <u>4,998.00</u>
4014AG	EU	Meteorological Services (Tabs A & I)	1	LO	\$ <u>3,000.00</u>
4014AJ	EV	RPS (tabs A & F)	1	LO	\$ 85,094.35

(5) **Emergency, Contingency, and Surge Requirements** (Applicable to All PWS Tabs-Except for Tab F). The price for CLIN 4015 is not included in the firm, fixed prices of CLINs 4002 through 4010. In the event an emergency, contingency, or surge requirement is identified by the government, the contractor will be reimbursed under CLIN 4015 in accordance with Section H-21.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL EST AMOUNT</u>
4015	EW	Contractor support for Mobility/ Disaster preparedness IAW Section C	1	LO	\$ 139,000.00
4015AA		Base Supply (Tabs A & B)			
4015AB		Motor Vehicle Mgmt (Tabs A & C)			
4015AC		Traffic Management (Tabs A & D)			
4015AD		Communication & Information Mgmt (Tabs A & E)			
4015AE		Reserved			
4015AF		Airfield Management (Tabs A & H)			
4015AG		Meteorological Services (Tabs A & I)			
4016		WD (UAO 2004005851)	<u>1</u>	LO	\$201,513.68

**NOTE: AN OPTION IS CONSIDERED TO HAVE BEEN EXERCISED AT THE TIME THE GOVERNMENT DEPOSITS WRITTEN NOTIFICATION TO THE CONTRACTOR IN THE MAIL.**

**B-5. ANNUAL OPTION V (Short Period) 1 Apr 2004 through 31 May 2004.**

**(1) Firm, Fixed Price Monthly Services** (Applicable to All PWS Tabs):

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
5001		Reserved				
5002	FA	Operation of the Base Supply function IAW Section C, PWS Tabs A & B	2	MO	\$ 77,718.29	\$ 155,436.58
5003	FB	Operation of the Motor Vehicle Mgmt function IAW Section C, PWS Tabs A & C	2	MO	\$35073.64	\$70,147.28
5004	FC	Operation of the Traffic Management function IAW Section C, PWS Tabs A & D	2	MO	\$17,394.51	34,789.02
5005	FD	Operation of the Communications & Information Mgmt function IAW Section C, PWS Tabs A & E	2	MO	106,283.77	212,567.54
5006		Operation of the Real Property Maintenance function IAW Section C, PWS Tabs A & F				
5006AA	FE	RPM	2	MO	33,654.73	67,309.46
5006AB	FF	RPS			17,212.20	34,424.40
5007		Reserved				
5008	FG	Operation of the Airfield Management function IAW Section C, PWS Tabs A & H	2	MO	24,856.17	49,712.34
5009	FH	Operation of the Meteorological function IAW Section C, PWS Tabs A & I	2	MO	16,113.76	32,227.52
5010		Reserved				

**(2) Labor-Hour Service Call CLIN** (Applicable only to PWS Tabs A & F). The price for CLIN 5011 below is not included in the firm, fixed prices of CLINs 5002 through 5010 above. As funding is required, the government will unilaterally place a pool of funds on these CLINs. Work under this CLIN will be accomplished in accordance with PWS Tab F, Section C-5, and paid upon actual performance. Actual quantities of hours to be required are unknown. Offerors are reminded these rates, including the O/T rates, must be in compliance with the Service Contract Act and Fair Labor Standards Act (FLSA). Overtime rates should be the actual loaded labor rate paid for overtime, in accordance with the FLSA, for each category. The fixed hourly rates under CLIN 5011 include all charges for direct labor, fringe benefits and all other payroll additives, all indirect costs (including, but not limited to, overhead and G & A), and profit. **NOTE: ONLY THE LABOR CATEGORIES LISTED BELOW SHALL PERFORM WORK UNDER THIS CLIN.**

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL EST AMOUNT</u>
5011		Service Calls Subject to the Service Contract Act IAW Section C, Tabs A & F			
5011AA	FJ	RPM	1	LO	\$65,000.00
5011AB	FK	RPS	1	LO	\$ 25,000.00

<u>Labor Category</u>	<u>Hrly Rate (NDH)</u>	<u>Hrly Rate (O/T)</u>
Carpenter		
Electrician - Interior		
Electrician - Exterior		
Plumber		
Pipe Fitter		
Grounds Maintenance Worker		
Pavement Maintenance Worker		
HVAC Specialist		
Painter		
Equipment Operator		
Laborer		
Roofer		

Carpet Layer  
Heavy Equipment Operator  
Hazardous Material Handler  
Maintenance Trades  
Environmental Technician

**(3) Over and Above Work** (Applicable to all PWS Tabs). The price of CLIN 5013 is not included in the firm, fixed prices set forth for CLINs 5002 through 5010 above. In the event a requirement is identified under CLIN 5013, such requirement shall be ordered by the ACO on a "work request" basis pursuant to Section H-14. Hours shall be negotiated between the contractor and the ACO. Prices paid for this item shall be determined by multiplying the applicable hourly rate(s) set forth below times the hours agreed upon by the contractor and the ACO. The fixed, hourly rates set forth below include all charges for direct labor, fringe benefits and all other payroll additives, all indirect costs (including, but not limited to, overhead and G&A) and profit.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL EST AMOUNT</u>
5013	FL	Over & Above work which is within the scope of this contract, but not specifically identified herein	1	LO	1,000.00	\$1,000.00
5013AA		Over & Above work in support of the Base Supply function (Tabs A & B)				
5013AA01		Regular Hours	20	HR		
5013AA02		Overtime Hours	5	HR		
5013AB		Over & Above work in support of the Motor Vehicle Mgmt function (Tabs A & C)				
5013AB01		Regular Hours	20	HR		
5013AB02		Overtime Hours	5	HR		
5013AC		Over & Above work in Mgmt support of the Traffic function (Tabs A & D)				
5013AC01		Regular Hours	20	HR		
5013AC02		Overtime Hours	5	HR		
5013AD	*	Over & Above work in support of the Communications & Information Management function (Tabs A & E)				
5013AD01		Regular Hours	20	HR		
5013AD02		Overtime Hours	5	HR		
5013AE	*	Over & Above work in support of the Real Property Mgmt function (Tabs A & F)				
5013AE01		Regular Hours	20	HR		
5013AE02		Overtime Hours	5	HR		
5013AF	*	Over & Above work in support of the Airfield Management function (Tabs A & H)				
5013AF01		Regular Hours	20	HR		
5013AF02		Overtime Hours	5	HR		
54013AG		Over & Above work in support of Meteorological function (Tabs A & I)				
5013AG01		Regular Hours	20	HR		
5013AG02		Overtime Hours	5	HR		

**(4) Reimbursable Direct Parts & Materials** (Applicable to All PWS Tabs). The price for CLIN 4014 is not included in CLINs 4002 through 4010 above. The contractor shall be reimbursed for direct parts and materials through CLIN 4014 in accordance with Section H-19.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL EST AMOUNT</u>
5014		Reimbursable Direct Parts & Materials as defined in Section H-18			
5014AA	FM	Base Supply (Tabs A & B)	1	LO	\$ <u>3,000.00</u>



<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL EST AMOUNT</u>
5014AB	FN	Motor Vehicle Mgmt (Tabs A & C)	1	LO	\$ <u>21,000.00</u>
5014AC	FP	Traffic Management (Tabs A & D)	1	LO	\$ <u>3,000.00</u>
5014AD	FR	Communication & Information Mgmt (Tabs A & E)	1	LO	\$ <u>20,000.00</u>
5014AE	FS	Real Property Mgmt (Tabs A & F)	1	LO	\$ <u>70,000.00</u>
5014AF	FT	Airfield Management (Tabs A & H)	1	LO	\$ <u>1,000.00</u>
5014AG	FU	Meteorological Services (Tabs A & I)	1	LO	\$ <u>2,000.00</u>
5014AJ	FV	RPS (tabs A & F)	1	LO	\$ 5,000.00

**(5) Emergency, Contingency, and Surge Requirements** (Applicable to All PWS Tabs-Except for Tab F). The price for CLIN 5015 is not included in the firm, fixed prices of CLINs 5002 through 5010. In the event an emergency, contingency, or surge requirement is identified by the government, the contractor will be reimbursed under CLIN 5015 in accordance with Section H-21.

<u>CLIN</u>	<u>ACRN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL EST AMOUNT</u>
5015	EW	Contractor support for Mobility/ Disaster preparedness IAW Section C	1	LO	\$ 35,678.86
5015AA		Base Supply (Tabs A & B)			
5015AB		Motor Vehicle Mgmt (Tabs A & C)			
5015AC		Traffic Management (Tabs A & D)			
5015AD		Communication & Information Mgmt (Tabs A & E)			
5015AE		Reserved			
5015AF		Airfield Management (Tabs A & H)			
5015AG		Meteorological Services (Tabs A & I)			

**NOTE: AN OPTION IS CONSIDERED TO HAVE BEEN EXERCISED AT THE TIME THE GOVERNMENT DEPOSITS WRITTEN NOTIFICATION TO THE CONTRACTOR IN THE MAIL.**

### **SECTION C**

#### **DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

##### **C-1. DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

Work called for under the Contract Line Item Numbers (CLINs) in Section B shall be performed in accordance with the following:

<u>CLIN</u>	<u>DESCRIPTION/SPECIFICATIONS/WORK STATEMENT</u>
ALL	Performance Work Statement (PWS) dated <b>01 APR 99</b> , which is Attachment 1 hereto.

**SECTION E****INSPECTION AND ACCEPTANCE****E-1. REQUIREMENTS FOR DATA ACCEPTANCE**

a. The contractor shall be responsible for establishing a method acceptable to the government for tracking all data item submissions as indicated on DD Forms 1423 incorporated elsewhere in this contract. Complete records of all submissions by the contractor shall be maintained and made available to the government during contract performance. The contractor may submit data items in either hard copy or by electronic means.

b. When approval is required in block 8 of the DD Form 1423 and unless limits are specified in the data item or elsewhere in the contract, the ACO shall accept and/or furnish written comments to the Contractor within thirty (30) calendar days after receipt of each data item. Upon written communication, this date may be extended by mutual agreement between the parties. Contractor corrections/resubmittals resulting from Government comments shall be accomplished within fifteen (15) calendar days after receipt of the ACO's notification. Technical acceptance (or rejection) will be provided to the ACO by the Technical Office (OPR) shown in block 6 of the DD Forms 1423. Contractual acceptance (or rejection) will be provided to the contractor by the ACO based on the technical acceptance (or rejection) received from the OPR.

c. When approval is not required, the Government reserves the right to reject data submittals and require correction/resubmittal if the Government determines that data are inaccurate, incomplete or

otherwise deficient, notwithstanding that the ACO may have previously acknowledged receipt of the data. Rejected data items, with Government comments, will be returned by the ACO to the contractor within thirty (30) calendar days after receipt of each data item. Upon written communication, this date may be extended by mutual agreement between the parties. Contractor corrections/resubmittals resulting from Government comments shall be accomplished within fifteen (15) calendar days after receipt of the ACO's notification.

**E-2. 52.246-3 INSPECTION OF SUPPLIES -COST REIMBURSEMENT (APR 1984)**

**E-3. 52.246-4 INSPECTION OF SERVICES -FIXED-PRICE (AUG 1996)**

**E-4. 52.246-5 INSPECTION OF SERVICES -COST REIMBURSEMENT (APR 1984)**

**E-5. 52.246-6 INSPECTION - TIME AND MATERIALS AND LABOR HOUR (JAN 1986)**

## **SECTION F**

### **DELIVERIES OR PERFORMANCE**

**F-1. PLACE OF PERFORMANCE:** All services are to be performed at the following location(s): NIAGARA FALLS IAP ARS NY

**F-2. PERIOD OF PERFORMANCE.** Performance under this contract shall be from 01 Feb 99 through 31 Mar 00, except as may be extended by exercise of option.

**F-3. 52.242-15 STOP WORK ORDER (AUG 1989)**

**F-4. 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)**

## **SECTION G**

### **CONTRACT ADMINISTRATION DATA**

**G-1. RESERVED**

**G-2. ALLOTMENT OF FUNDS**

a. The Government reserves the right to unilaterally increase or decrease the funds allotted herein for CLINs 0011-0015 and corresponding option CLINS by Change Order to the basic contract, citing this Section G-2 as the authority for the modification.

b. The contractor shall notify the Government in writing at the earliest practicable time, whenever it believes that the cost expected to be incurred for each CLIN, numbers 0011-0015 and the corresponding option year CLINs, within the succeeding thirty (30) days will exceed 85% of the amount stated in the Schedule, as modified. The contractor shall not perform work which will result in exceeding 100% of the amount stated in the Schedule, as modified.

**G-3. CONTRACTING AUTHORITY**

a. The term "Contracting Officer", unless otherwise specified, shall be construed to mean the "Procuring Contracting Officer (PCO)" located at HQ AFRC/LGCP, who is the only person authorized to effect changes or modify any of the requirements under this contract unless specifically delegated in writing by the PCO to the ACO. In the event the Contractor effects any such change at the direction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

b. The term "Administrative Contracting Officer (ACO)" refers to the individual assigned to administer the contract as written. The ACO may be authorized through specific delegation from the PCO to negotiate, sign and issue contract changes/modifications.

c. Within the Performance Work Statement (PWS), numerous requirements are set forth which require approval or direction from the ACO. The ACO is authorized at his/her discretion, and within the

confines and scope of the PWS as written, to delegate the required approval or direction to other persons such as, but not limited to, the QAE(s), the BCE, and the Functional Area Chief(s). The exercise of the ACO's discretionary authority to delegate the above described actions shall not extend to any actions: (1) which are outside the scope of the contract, (2) which require the issuance of work request(s), or (3) which could otherwise have an impact on the contract price. The ACO will provide the contractor a written list of individuals authorized to give approval(s) or directions(s), describing the specific authority of each individual, and the duration of such authority.

d. If the Contractor is requested to perform work that the Contractor considers to be outside the scope of this contract, or for which proper direction has not been received from either the PCO or ACO, the Contractor shall notify the ACO in writing immediately. The Contractor shall not perform that work until clarification and/or direction is provided by the ACO or PCO, as appropriate.

#### **G-4. ACCOUNTING AND APPROPRIATION DATA:**

##### FIRM, FIXED PRICE CLINs:

ACRN AA:	5793740 549 6248 G31100 01 57010 503000	\$ 96,663.00	CLIN 0001
ACRN AB:	5793740 549 6248 G24110 01 57020 503000	\$913,812.60	CLIN 0002
ACRN AC:	5793740 549 6248 G24210 01 57020 503000	\$410,113.92	CLIN 0003
ACRN AD:	5793740 549 6248 G24220 01 57020 503000	\$196,836.96	CLIN 0004
ACRN AE:	5793740 549 6248 G38481 01 57020 503000	\$694,251.48	CLIN 0005
ACRN AF:	5793740 549 6248 G34496 01 57020 503000	\$587,934.60	CLIN 0006
ACRN AG:	5793740 549 6248 G14700 01 57020 503000	\$177,909.96	CLIN 0008
ACRN AH:	5793740 549 6248 G13020 01 57020 503000	\$181,723.92	CLIN 0009

##### TAB F LABOR-HOUR CLIN

ACRN AJ:	5793740 549 6248 G34496 01 57030 503000	\$426,541.50	CLIN 0011
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##### OVER AND ABOVE CLIN

ACRN AK:	5793740 549 6248 G24110 01 57050 503000	\$32,999.44	CLIN 0013
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##### REIMBURSABLE PARTS AND MATERIALS

ACRN AS:	5793740 549 6248 G24110 01 57070 503000	\$ 10,564.53	CLIN 0014AA
ACRN AT:	5793740 549 6248 G24210 01 57070 503000	\$130,181.08	CLIN 0014AB
ACRN AU:	5793740 549 6248 G24220 01 57070 503000	\$ 10,833.70	CLIN 0014AC
ACRN AV:	5793740 549 6248 G38481 01 57070 503000	\$146,906.46	CLIN 1014AD
ACRN AW:	5793740 549 6248 G34496 01 57070 503000	\$545,346.61	CLIN 1014AE
ACRN AX:	5793740 549 6248 G14700 01 57070 503000	\$ 6,813.00	CLIN 1014AF
ACRN AY:	5793740 549 6248 G13020 01 57070 503000	\$ 7,489.36	CLIN 1014AG

##### EMERGENCY, CONTINGENCY, AND SURGE REQUIREMENTS

ACRN AZ:	5793740 549 6248 G24110 01 59219 503000	\$9,140.81	CLIN 0015 (ALL TABS)
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##### FIRM, FIXED PRICE CLINs:

ACRN BA:	5703740 540 6248 G24110 01 57020 503000	\$913,812.60	CLIN 1002
ACRN BB:	5703740 540 6248 G24210 01 57020 503000	\$410,113.92	CLIN 1003
ACRN BC:	5703740 540 6248 G24220 01 57020 503000	\$196,836.96	CLIN 1004
ACRN BD:	5703740 540 6248 G38481 01 57020 503000	\$1,101,189.72	CLIN 1005AA & 1005AB
ACRN BV:	2102020 0 5T 5T04 43267200000 252B Y9ZZZ0 OY9401 MIPR0LNFSH4297	\$68,988.67	CLIN 1005AB
ACRN BE:	5703740 540 6248 G34496 01 57020 503000	\$587,934.60	CLIN 1006
ACRN BF:	5703740 540 6248 G14700 01 57020 503000	\$177,909.96	CLIN 1008
ACRN BG:	5703740 540 6248 G13020 01 57020 503000	\$181,723.92	CLIN 1009

##### TAB F LABOR-HOUR CLIN

ACRN BH:	5703740 540 6248 G34496 01 57030 503000	\$530,275.86	CLIN 1011
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OVER AND ABOVE CLIN

ACRN BJ:	5703740 540 6248 G24110 01 57050 503000	\$12,286.89	CLIN 1013 (ALL TABS)
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REIMBURSABLE PARTS AND MATERIALS

ACRN BK:	5703740 540 6248 G24110 01 57070 503000	\$ 9,004.96	CLIN 1014AA
ACRN BL:	5703740 540 6248 G24210 01 57070 503000	\$119,076.77	CLIN 1014AB
ACRN BM:	5703740 540 6248 G24220 01 57070 503000	\$ 27,957.89	CLIN 1014AC
ACRN BN:	5703740 540 6248 G38481 01 57070 503000	\$148,433.09	CLIN 1014AD
ACRN BW:	170 47EN 835 07J 000000 00000 33112F 525700 NMIPR007070509	\$ 16,000.00	CLIN 1014AD
ACRN BP:	5703740 540 6248 G34496 01 57070 503000	\$633,545.25	CLIN 1014AE
ACRN BR:	5703740 540 6248 G14700 01 57070 503000	\$ 5,457.04	CLIN 1014AF
ACRN BS:	5703740 540 6248 G13020 01 57070 503000	\$ 3,206.94	CLIN 1014AG

EMERGENCY, CONTINGENCY, AND SURGE REQUIREMENTS

ACRN BT:	5703740 540 6248 G24110 01 59219 503000	\$ 44,775.58	CLIN 1015 (ALL TABS)
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WAGE DETERMINATION

ACRN BU:	5703740 540 6248 G24110 01 59219 503000	\$ 96,582.30	CLIN 1016
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FIRM, FIXED PRICE CLINs:

ACRN CA:	5713740 541 6248 G24110 01 57020 503000	\$ 913,812.60	CLIN 2002
ACRN CB:	5713740 541 6248 G24210 01 57020 503000	\$ 410,113.92	CLIN 2003
ACRN CC:	5713740 541 6248 G24220 01 57020 503000	\$ 196,836.96	CLIN 2004
ACRN CD:	5713740 541 6248 G38481 01 57020 503000	\$1,246,570.20	CLIN 2005
ACRN CE:	5713740 541 6248 G34496 01 57020 503000	\$ 587,934.60	CLIN 2006
ACRN CF:	5713740 541 6248 G14700 01 57020 503000	\$ 237,147.96	CLIN 2008
ACRN CG:	5713740 541 6248 G13020 01 57020 503000	\$ 181,723.92	CLIN 2009

TAB F LABOR-HOUR CLIN

ACRN CH:	5713741 540 6248 G34496 01 57040 503000	\$482,794.94	CLIN 2011
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OVER AND ABOVE CLIN

ACRN CJ:	5713740 541 6248 G24110 01 57060 503000	\$11,917.52	CLIN 2013 (ALL TABS)
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REIMBURSABLE PARTS AND MATERIALS

ACRN CK:	5713740 541 6248 G24110 01 57070 503000	\$ 9,893.81	CLIN 2014AA
ACRN CL:	5713740 541 6248 G24210 01 57070 503000	\$113,660.21	CLIN 2014AB
ACRN CM:	5713740 541 6248 G24220 01 57070 503000	\$ 7,969.92	CLIN 2014AC
ACRN CN:	5713740 541 6248 G38481 01 57070 503000	\$59,673.67	CLIN 2014AD
ACRN CP:	5713740 541 6248 G34496 01 57070 503000	\$590,000.00	CLIN 2014AE
ACRN CR:	5713740 541 6248 G14700 01 57070 503000	\$ 4,243.28	CLIN 2014AF
ACRN CS:	5713740 541 6248 G13020 01 57070 503000	\$ 4,717.08	CLIN 2014AG

EMERGENCY, CONTINGENCY, AND SURGE REQUIREMENTS

ACRN CT:	5713740 541 6248 G24110 01 57080 503000	\$ 31,020.94	CLIN 2015 (ALL TABS)
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ACRN CU:	NSMIPR0253300	\$ 57,538.22	CLIN 2017
ACRN CV	5713740 541 6248 G24110 01 57080 503000	\$ 164,608.48	CLIN 2018

FIRM, FIXED PRICE CLINs:

ACRN DA:	5723740 542 6248 G24110 01 57020 503000	\$ 927,877.56	CLIN 3002
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ACRN DB:	5723740 542 6248 G24210 01 57020 503000	\$ 418,641.72	CLIN 3003
ACRN DC:	5723740 542 6248 G24220 01 57020 503000	\$ 207,062.04	CLIN 3004
ACRN DD:	5723740 542 6248 G38481 01 57020 503000	\$1,260,270.96	CLIN 3005
ACRN DE:	5723740 542 6248 G34430 01 57020 503000	\$ 399,999.96	CLIN 3006AA
ACRN DF:	5723740 542 6248 G34458 01 57020 503000	\$ 204,577.20	CLIN 3006AB
ACRN DG:	5723740 542 6248 G14700 01 57020 503000	\$ 296,385.96	CLIN 3008
ACRN DH:	5723740 542 6248 G13020 01 57020 503000	\$ 191,568.12	CLIN 3009

TAB F LABOR-HOUR CLIN

ACRN DJ:	5723740 542 6248 G34430 01 57050 503000	\$354,174.26	CLIN 3011AA
ACRN DK:	5723740 542 6248 G34458 01 57050 503000	\$154,870.64	CLIN 3011AB

OVER AND ABOVE CLIN

ACRN DL:	5723740 542 6248 G24110 01 57060 503000	\$ 7,469.74	CLIN 3013 (ALL TABS)
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REIMBURSABLE PARTS AND MATERIALS

ACRN DM:	5723740 542 6248 G24110 01 57070 503000	\$ 12,554.37	CLIN 3014AA
ACRN DN:	5723740 542 6248 G24210 01 57070 503000	\$119,658.27	CLIN 3014AB
ACRN DP:	5723740 542 6248 G24220 01 57070 503000	\$ 9,967.39	CLIN 3014AC
ACRN DR:	5723740 542 6248 G38481 01 57070 503000	\$118,749.27	CLIN 3014AD
ACRN DS:	5723740 542 6248 G34430 01 57070 503000	\$277,223.73	CLIN 3014AE
ACRN DT:	5723740 542 6248 G14700 01 57070 503000	\$ 4,571.64	CLIN 3014AF
ACRN DU:	5723740 542 6248 G13020 01 57070 503000	\$ 3,275.98	CLIN 3014AG
ACRN DV:	5723740 542 6248 G34458 01 57070 503000	\$143,666.65	CLIN 3014AJ

EMERGENCY, CONTINGENCY, AND SURGE REQUIREMENTS

ACRN DW:	5723740 542 6248 G24110 01 57080 503000	\$ 29,010.99	CLIN 3015 (ALL TABS)
ACRN DX	5733740 543 6248 101010 0100000 59200 000000 503000 F0330L	\$ 17,841.96	CLIN 3016
ACRN DY:	5723740 542 6248 G24110 01 57080 503000	\$ 201,640.66	CLIN 3018 (ALL TABS)

FIRM, FIXED PRICE CLINs:

ACRN EA:	5733740 543 6248 G24110 01 57020 503000	\$ 927,877.56	CLIN 4002
ACRN EB:	5733740 543 6248 G24210 01 57020 503000	\$ 418,641.72	CLIN 4003
ACRN EC:	5733740 543 6248 G24220 01 57020 503000	\$ 207,062.04	CLIN 4004
ACRN ED:	5733740 543 6248 G38481 01 57020 503000	\$1,275,405.24	CLIN 4005
ACRN EE:	5733740 543 6248 G34430 01 57020 503000	\$ 399,999.96	CLIN 4006AA
ACRN EF:	5733740 543 6248 G34458 01 57020 503000	\$ 204,577.20	CLIN 4006AB
ACRN EG:	5733740 543 6248 G14700 01 57020 503000	\$ 296,385.96	CLIN 4008
ACRN EH:	5733740 543 6248 G13020 01 57020 503000	\$ 191,568.12	CLIN 4009

TAB F LABOR-HOUR CLIN

ACRN EJ:	5733740 543 6248 G34430 01 57050 503000	\$420,562.44	CLIN 4011AA
ACRN EK:	5733740 543 6248 G34458 01 57050 503000	\$117,160.47	CLIN 4011AB

OVER AND ABOVE CLIN

ACRN EL:	5733740 543 6248 G24110 01 57060 503000	\$ 10,000.00	CLIN 4013 (ALL TABS)
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REIMBURSABLE PARTS AND MATERIALS

ACRN EM:	5733740 543 6248 G24110 01 57070 503000	\$ 17,000.00	CLIN 4014AA
ACRN EN:	5733740 543 6248 G24210 01 57070 503000	\$126,000.00	CLIN 4014AB
ACRN EP:	5733740 543 6248 G24220 01 57070 503000	\$ 12,000.00	CLIN 4014AC
ACRN ER:	5733740 543 6248 G38481 01 57070 503000	\$126,000.00	CLIN 4014AD

ACRN ES:	5733740 543 6248 G34430 01 57070 503000	\$368,228.93	CLIN 4014AE
ACRN ET:	5733740 543 6248 G14700 01 57070 503000	\$ 4,998.00	CLIN 4014AF
ACRN EU:	5733740 543 6248 G13020 01 57070 503000	\$ 3,000.00	CLIN 4014AG
ACRN EV	5733740 543 6248 G34458 01 57070 503000	\$ 85,094.35	CLIN 4014AJ

EMERGENCY, CONTINGENCY, AND SURGE REQUIREMENTS

ACRN EW:	5733740 543 6248 G24110 01 57080 503000	\$ 340,995.88	CLIN 4015 & 4016
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FIRM, FIXED PRICE CLINs:

ACRN FA:	5743740 544 6248 C38784 01 57020 503000	\$ 155,436.58	CLIN 5002
ACRN FB:	5743740 544 6248 C38784 01 57020 503000	\$ 70,147.28	CLIN 5003
ACRN FC:	5743740 544 6248 C38784 01 57020 503000	\$ 34,789.02	CLIN 5004
ACRN FD:	5743740 544 6248 C38481 01 57020 503000	\$ 212,567.54	CLIN 5005
ACRN FE:	5743740 544 6248 C34430 01 57020 503000	\$ 67,309.46	CLIN 5006AA
ACRN FF:	5743740 544 6248 C34458 01 57020 503000	\$ 34,424.40	CLIN 5006AB
ACRN FG:	5743740 544 6248 C38784 01 57020 503000	\$ 49,712.34	CLIN 5008
ACRN FH:	5743740 544 6248 C38784 01 57020 503000	\$ 32,227.52	CLIN 5009

TAB F LABOR-HOUR CLIN

ACRN FJ:	5743740 544 6248 C34430 01 57050 503000	\$ 65,000.00	CLIN 5011AA
ACRN FK:	5743740 544 6248 C34458 01 57050 503000	\$ 25,000.00	CLIN 5011AB

OVER AND ABOVE CLIN

ACRN FL:	5743740 544 6248 C38784 01 57060 503000	\$ 1,000.00	CLIN 5013 (ALL TABS)
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REIMBURSABLE PARTS AND MATERIALS

ACRN FM:	5743740 544 6248 C38784 01 57070 503000	\$ 3,000.00	CLIN 5014AA
ACRN FN:	5743740 544 6248 C38784 01 57070 503000	\$ 21,000.00	CLIN 5014AB
ACRN FP:	5743740 544 6248 C38784 01 57070 503000	\$ 3,000.00	CLIN 5014AC
ACRN FR:	5743740 544 6248 C38481 01 57070 503000	\$ 20,000.00	CLIN 5014AD
ACRN FS:	5743740 544 6248 C34430 01 57070 503000	\$ 70,000.00	CLIN 5014AE
ACRN FT:	5743740 544 6248 C38784 01 57070 503000	\$ 1,000.00	CLIN 5014AF
ACRN FU:	5743740 544 6248 C38784 01 57070 503000	\$ 2,000.00	CLIN 5014AG
ACRN FV	5743740 544 6248 C34458 01 57070 503000	\$ 5,000.00	CLIN 5014AJ

EMERGENCY, CONTINGENCY, AND SURGE REQUIREMENTS

ACRN FW:	5743740 544 6248 C38784 01 57080 503000	\$ 35,678.86	CLIN 5015 (ALL TABS)
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**SECTION H****SPECIAL CONTRACT REQUIREMENTS**

<b>H-1.</b>	<b>5352.223-9000</b>	<b>ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (IAW AFFARS 5323.890-7)</b>	<b>MAY 1996</b>
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(a) It is Air Force policy to preserve mission readiness while minimizing dependency on Class I Ozone Depleting Substances (ODS), and their release into the environment, to help protect the Earth's stratospheric ozone layer.

CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and (3) Other Controlled Substances: Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

(d) The Air Force has reviewed the requirements specified in this contract to reflect this policy. Where considered essential, specific approval has been obtained to require use of the following substances:

<u>Substance</u>	<u>Application/Use</u>	<u>Quantity (lbs)</u>
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None

To assist the Air Force in implementing this policy, the offeror/contractor is required to notify the contracting officer if any Class I ODS not specifically listed above is required in the performance of this contract.

<b>H-2.</b>	<b>5352.223-9001</b>	<b>HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (IAW AFFARS 5323.9002)</b>	<b>JUN 1997</b>
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(a) In performing work under this contract on a Government installation, the contractor shall:

(1) Comply with the specific health and safety requirements established by this contract;

(2) Comply with the health and safety rules of the Government installation that concern related activities not directly addressed in this contract;



any essential contractor-furnished property. The Government will equitably compensate the contractor for use of such property.

(c) Such performance described in paragraph (a) above will not constitute a Breach of Contract by the Government within the meaning of FAR 52.249-8, Default (Fixed-Price Supply and Service).

(d) In the event contract functions are performed by Government personnel, the Government shall be entitled to a pro-rata decrease in contract price for the period of time such services are performed.

**H-8. 5352.237-9102 PERMITS AND LICENSES DEC 1994**  
**(AFRC) (IAW AFRCFARS 5337.110 (c))**

In performance of work hereunder, the Contractor shall procure and keep effective all necessary permits and licenses required by the Federal, State, or local Government, or subdivision thereof, or of any other duly constituted public authority, and shall obey and abide by all applicable laws, regulations, and ordinances.

**H-9. 5352.204-9102 CLAUSES AND PROVISIONS JAN 1998**  
**(AFRC)**

(a) Clauses and provisions in this document will be numbered in sequence, but will not necessarily appear in consecutive order.

(b) By signature on this contractual document, the contractor certifies that the Representation and Certifications previously submitted or returned herewith are current and applicable and are hereby incorporated by reference.

**H-10. PREPERFORMANCE CONFERENCE.** During the Orientation Period, CO will conduct a preperformance conference, which the contractor will be required to attend. The purpose of this conference is to review all contract requirements and establish contact points and channels of communication. The ACO will prepare/publish minutes to record the discussions that take place during the conference.

**H-11. SERVICE CONTRACT ACT** (Applies to all CLINs except 0014 and the corresponding option CLINs) This contract is subject to the Service Contract Act of 1965, as amended. The applicable wage determination(s) of the Secretary of Labor are attached. (See Attachment 2) NOTE: Price adjustments to the wage rates and fringe benefits will be handled IAW FAR 52.222-43.

**H-12. RESERVED**

**H-13. GOVERNMENT PROPERTY**

a. In accordance with the contract clause entitled "Government Property (Fixed-Price Contracts)", the supplies, equipment, facilities and other property identified in the Performance Work Statement, shall be provided for use in the performance of this contract.

b. The FOB point for Government Furnished Property is destination.

c. The Contractor hereby agrees that such Government furnished supplies, equipment, facilities and other property as may be furnished on this contract will not be utilized in performance of any other Government contract, sub-contract or commercial work, unless prior written approval is obtained from the ACO.

**H-14. OVER AND ABOVE WORK PROCEDURES**

a. Upon request by the ACO or upon identification by the contractor of necessary over and above effort, the contractor shall prepare written work request proposals and submit to the ACO. As a minimum, the proposals must reference the contract number, be serially numbered, include a description of the over and above effort required, identify the number of regular-time and/or overtime hours as well as the type and cost of materials required, specify the estimated period of completion, and specify any impact to the contract delivery schedule. The ACO, in coordination with the QAE or FAC, will verify the need for the proposed work, ensure the effort is outside the basic contract requirements, evaluate the reasonableness of proposed labor hours, and the necessity of the proposed materials. (Note that while materials are evaluated in this over and above process, all material costs will be reimbursed under CLIN 0014.)

b. As a rule, the ACO will negotiate all over and above effort prior to authorizing the contractor to proceed. This authorization, which must be provided in writing, will express the agreed-to labor hours, approved materials, and performance period for the work request. For those actions which cannot be definitized prior to the date of required performance, the ACO may authorize the contractor to commence performance up to a completion of 40% of the work, at which point the contractor shall cease performance until negotiations are completed. Failure to agree upon a reasonable price shall be considered a question of fact subject to the "Disputes" clause of the contract. Undefinitized work request proposals shall be definitized by the use of a Standard Form 30.

c. Fixed Hourly Rate Items. The price negotiated by the ACO shall be based on "hands-on" labor hours multiplied by the contract fixed hourly rate. The fixed hourly rate includes charges for: "hands-on" labor cost; any labor cost not included in the definition of "hands-on" labor for which the contractor accounts as direct labor; burdens; general and administration expenses; other allowable costs; and profit. The fixed hourly rate does not include direct parts and materials.

d. "Hands-on" labor hours are limited to that labor performed by personnel actually engaged in the direct performance of work required. "Hands-on" labor shall not include any labor performed by support or supervisory type personnel, such as, but not limited to: timekeepers, payroll clerks, purchasing, materials handling, quality control, storing and issuing personnel. Quality control personnel are considered as those personnel who apply standards to finished work/products to determine that finished production work is serviceable in all respects.

e. At any time during contract performance, when sufficient data becomes available on a repetitive task being performed in the fixed hourly rate category, either the contractor or the government may request a negotiation to establish a firm, fixed price (fixed price CLIN) for that time for the remaining life of the contract.

**H-15. RESERVED.**

**H-16. RESERVED.**

**H-17. RESERVED.**

**H-18. DEFINITION - DIRECT PARTS AND MATERIALS.** "Direct Parts, Materials, and Equipment" are those parts, materials or equipment purchased, supplied, manufactured, or fabricated by the contractor for the purpose of performing the services required by this contract. The contractor shall be reimbursed for the actual costs of direct parts, materials and equipment required in the performance of the contract, and approved in writing by the FAC/AO, except as expressly stated below. "Direct Parts, Materials, and Equipment" shall not include parts, materials or equipment wherein the cost of such is otherwise covered in the indirect rates used in determining the fixed prices under this contract. "Direct Parts, Materials, and Equipment" shall include equipment rental, and subcontract work, when specifically authorized and approved in writing by the FAC/AO and performed under the PWS. Reimbursement will be made only for those subcontract costs outside the normal scope of the fixed monthly price and labor-hour CLINs. Under no circumstances shall payment be made for the same labor under CLIN 0011 and CLIN 0014. Reimbursement for subcontract work will allow for reimbursement of general and administrative expenses at the rates proposed for the fixed price line items included in the contractor's final proposal revision submitted in response to the solicitation (6%). The Contractor is totally responsible for subcontract work, including quality and timeliness. Reimbursement by the Government shall not include any penalties or premium rental which occurred due to the Contractor's actions or inaction in not returning the equipment in a timely manner. Likewise, the Government will not reimburse the contractor for any damages caused to rental equipment due to negligence of the contractor or its employees.

**H-19. REIMBURSABLE DIRECT PARTS AND MATERIALS**  
(Applies to CLINs 0011 and 0014 and the corresponding option CLINs)

a. To the extent that the provisions of the Schedule provide for reimbursement to the Contractor for the cost of direct parts, materials and equipment, the Government will reimburse the Contractor the actual purchase price of such parts, materials, and equipment, as determined by the ACO to be allowable in accordance with Part 31 of the Federal Acquisition Regulation in effect on the date of this contract, subject to such further definition and limitations as may be included in the Schedule of this contract. For CLINs 0011 and 0014 and all corresponding option CLINs, reimbursement shall be made only after completion of work and acceptance by the government, except for those materials approved by the government to be managed as bench stock. Reimbursement for all remaining direct parts, materials and equipment will be made in accordance with FAR clause 52.216-7, Allowable Cost and Payment, and the balance of the requirements established under this (H-19) clause.

b. Only the cost of direct parts, materials, equipment and training as defined in H-18 shall be allowable. No charges shall be allowable for overhead, material handling, G & A, or any other indirect expense, nor profit, (except for G&A applied to subcontract work as described in H-18) in connection with reimbursement of direct parts, materials, equipment or training. In the event of any doubt as to whether any part, material or equipment is "direct" and thereby reimbursable under this clause, a determination will be made by the ACO.

c. Once each month (or at more frequent intervals if approved by the ACO), the Contractor shall submit to the ACO, in such form and reasonable detail as the ACO may require and as required by FAR clause 52.216-7, an invoice or public voucher supported by a statement of the claimed allowable costs for performing this contract. The contractor is responsible for providing pricing documentation/information as required by the ACO to determine price reasonableness, allowability and allocability. At the request of the ACO, the contractor shall provide evidence that the acquired parts, materials, equipment or training were competed or otherwise acquired at the most reasonable price available. Such evidence may include quotes obtained from vendors and suppliers, catalogs or sales brochures, etc.

d. Promptly after receipt of each invoice or voucher and statement of cost, the Government will, except as otherwise provided in the contract, and subject to the provisions of paragraph e below, make payment thereon as approved by the ACO.

e. At any time or times prior to final payment under the contract, the ACO may have the invoices or vouchers and statements of cost audited. Each payment already made shall be subject to reduction of amounts included in the related invoice or voucher which are found by the ACO, on the basis of such audit, not to constitute allowable cost. Any payment may be reduced for overpayments, or increased for underpayments, on preceding invoices or vouchers.

f. On receipt and approval of the invoices or voucher designated by the Contractor as the "completion invoice" or "completion voucher" and upon compliance by the Contractor with all the provisions of the contract, and acceptance by the Government, the Government will promptly pay to the Contractor any balance of allowable cost, which has been withheld or otherwise not paid to the Contractor. The completion invoice or voucher shall be submitted by the Contractor promptly following completion of the work under this contract, but in no event later than six (6) months (or such longer period as the ACO may approve in writing) from the date of such completion.

g. Upon completion of this contract, any remaining direct parts, materials or equipment for which the government has reimbursed the contractor shall become the property of the government. Payment have been made for the reimbursable materials. The contractor is responsible for providing pricing documentation/information as required by the ACO to determine price reasonableness, allowability and allocability. At the request of the ACO, the contractor shall provide evidence that the acquired parts and materials were competed or otherwise acquired at the most reasonable price available. Such evidence may include quotes obtained from vendors and suppliers, catalogs or sales brochures, etc.

d. Promptly after receipt of each invoice or voucher and statement of cost, the Government will, except as otherwise provided in the contract, and subject to the provisions of paragraph e below, make payment thereon as provided by the ACO.

e. At any time prior to final payment under the contract, the ACO may have the invoices or vouchers and statements of cost audited. Each payment already made shall be subject to reduction of amounts included in the related invoice or voucher, which are found by the ACO, on the basis of such audit, not to constitute allowable cost. Any payment may be reduced for overpayments, or increased for underpayments, on preceding invoices or vouchers.

f. On receipt and approval of the invoices or voucher designated by the Contractor as the "completion invoice" or "completion voucher" and upon compliance by the Contractor with all the provisions of the contract, and acceptance by the Government, the Government will promptly pay to the Contractor any balance of allowable cost, which has been withheld or otherwise not paid to the Contractor. The completion invoice or voucher shall be submitted by the Contractor promptly following completion of the work under this contract, but in no event later than six (6) months (or such longer period as the ACO may approve in writing) from the date of such completion.

g. Upon completion of this contract, any remaining direct parts and materials for which the government has reimbursed the contractor shall become the property of the government.

## **H-20. CONTRACT COMPLIANCE ASSESSMENT**

a. From time to time during the life of the contract the Contracting Officer (solely at his/her discretion) may conduct visit(s) to Niagara Falls IAP-ARS for the purpose of evaluating contract compliance. This evaluation will necessarily require discussions with contractor personnel and observation of contractor operations. Accordingly, the Contracting Officer and a team of functional area specialists from HQ AFRC will conduct an integrated assessment of the total BOS contract environment at Niagara Falls IAP-ARS.

b. A written report of findings will be provided to the Installation Commander and the ACO. If any Contractor deficiencies are noted or areas of non-compliance are identified, the ACO may require the contractor to make corrections and institute changes in the contractor's operation to preclude future deficiencies/noncompliance. Any corrections or changes will be at no cost to the Government. The provisions of this Section H-20 shall in no way limit or restrict the Government's rights under any other contract provisions.

## **H-21. CONTRACTOR SUPPORT FOR MOBILITY/DISASTER PREPAREDNESS EXERCISES (Applies to CLIN 0015 and corresponding option CLINs)**

a. From time-to-time during the life of this contract services may be required to support an activation or exercise of contingency plans as described in Section C. Due to the nature of these requirements, the required contractor services cannot be precisely stated until plans are finalized for the actual activation or exercise.

b. Contractor support requirements for emergency, contingency, and surge requirements are stated in general terms in the Performance Work Statement (PWS). Upon defining the Government's requirements, the Contractor will be directed in writing by the Administrative Contracting Officer (ACO) to provide the necessary support. Such ACO direction will specify the date(s) and required period of coverage, and any other specific support requirements.

c. For the satisfactory performance of these support services, the Contractor will be reimbursed by the Government for actual costs incurred as determined by the ACO to be allowable in accordance with Part 31 of the Federal Acquisition Regulation in effect on the date of this contract, subject to such further definition and limitations as may be included in the schedule of this contract.

d. Reimbursement shall cover only that specific contractor support provided as a result of the ACO's written direction. Routine contractor responsibilities which relate to emergency, contingency, and surge requirements but which are not in support of an actual exercise (such as, but not limited to, inspecting/inventorying mobility weapons, inventorying/maintaining mobility bags) are included in and shall be paid for under the applicable firm-fixed price

## **SECTION I**

### **CONTRACT CLAUSES**

#### **a. CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>, or by sending an e-mail request to: [betty.holley@afrc.af.mil](mailto:betty.holley@afrc.af.mil).

#### **I. FEDERAL ACQUISITION REGULATION (48 CFR, CHAPTER 1) CLAUSES:**

<u>FAR PARA</u>	<u>CLAUSE TITLE</u>	<u>DATE OF CLAUSE</u>
52.202-1	Definitions	Oct 1995
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	Apr 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	Jul 1995
52.203-7	Anti-Kickback Procedures	Jul 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 1997
52.204-2	Security Requirements	Aug 1996
52.204-4	Printing/Copying Double-Sided on Recycled Paper	Jun 1996
52.207-3	Right of First Refusal of Employment	Nov 1991
For the purpose of paragraph (b) "10 days" is changed to "90 days"		
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	Jul 1995
52.211-5	Material Requirements	Oct 1997
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52.215-2	Audit and Records - Negotiation	Aug 1996
52.215-8	Order of Precedence - Uniform Contract Format	Oct 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications	Oct 1997
52.215-13	Subcontractor Cost or Pricing Data - Modifications	Oct 1997

52.215-15	Pension Adjustments and Asset Reversions	Dec 1998
52.215-19	Notification of Ownership Change	Oct 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) other than Pensions	Oct 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications	Oct 1997
52.217-8	Option to Extend Services	Aug 1989
52.217-9	Option to Extend the Term of the Contract	Mar 1989
For the purpose of completing this clause, the blank is completed as follows:		
(a) See Section B		
(c) 70 months		
52.219-6	Notice of Total Small Business Set-Aside	Jul 1996
52.219-8	Utilization of Small, Small Disadvantaged & Women-Owned Small Business Concerns	Jan 1999
FAR		DATE OF
PARA	<u>CLAUSE TITLE</u>	<u>CLAUSE</u>
52.219-14	Limitation on Subcontracting	Dec 1996
52.222-3	Convict Labor	Aug 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	Jul 1995
52.222-21	Prohibition on Segregated Facilities (Deviation)	Feb 1999
52.222-26	Equal Opportunity (Deviation)	Feb 1999
52.222-28	RESERVED	
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	Apr 1998
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era	Jan 1998
52.222-41	Service Contract Act of 1965, as Amended	May 1989
52.222-42	Statement of Equivalent Rates for Federal Hires	May 1989

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), the clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits that would be paid to comparable federal employees.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class      Monetary Wage - Fringe Benefits

See Section J, Attachment 4

52.222-43	Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)	May 1989
52.222-50	Nondisplacement of Qualified Workers	Aug 1997
52.223-2	Clean Air and Water	Apr 1984
52.223-3	Hazardous Material Identification and Material Safety Data	Jan 1997
52.223-5	Pollution Prevention and Right-to-Know Information	Apr 1998
52.223-6	Drug-Free Workplace	Jan 1997
52.223-9	Certification and Estimate of Percentage of Recovered Material Content for EPA Designated Items	Oct 1997

(a) As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(j) (2) (c)), the Contractor shall execute the following certification:

#### CERTIFICATION

I, \_\_\_\_\_, (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA Designated Items was at least the amount required by the applicable contract specifications

\_\_\_\_\_  
Signature of the Officer or Employee

\_\_\_\_\_  
Typed Name of the Officer or Employee

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Company, Firm, or Organization

\_\_\_\_\_  
Date

(End of certification)

(b) The Contractor also shall estimate the percentage of recovered materials actually used in the performance of this contract. The estimate is in addition to the certification in paragraph (a) of this clause.

Estimate EPA Designated Item

\* Where applicable, also include the percentage of postconsumer material content.

(c) The Contractor shall submit this certification and estimate upon completion of the contract to the address listed in Block 12 of SF 1447.

52.223-10 Waste Reduction Program Oct 1997  
52.223-11 Ozone Depleting Substances Jun 1996

(a) Definition. "Ozone-depleting substance", as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EAP) (40 CFR part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_\*, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

<u>FAR</u> <u>PARA</u>	<u>CLAUSE TITLE</u>	<u>DATE OF</u> <u>CLAUSE</u>
52.223-12	Refrigeration Equipment and Air Conditioners	May 1995
52.223-14	Toxic Chemical Release Reporting	Oct 1996
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-3	Buy American Act-Supplies	Jan 1991
52.225-11	Restrictions on Certain Foreign Purchases	Aug 1998
52.227-1	Authorization and Consent	Jul 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
52.227-3	Patent Indemnity	Apr 1984
52.228-5	Insurance - Work on a Government Installation	Jan 1997
52.229-3	Federal, State, and Local Taxes	Jan 1991
52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	Apr 1984
52.232-1	Payments	Apr 1984
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts	Feb 1997
52.232-8	Discounts for Prompt Payment	May 1997
52.232-9	Limitation on Withholding of Payments	Apr 1984
52.232-11	Extras	Apr 1984
52.232-17	Interest	Jun 1996
52.232-18	Availability of Funds	Apr 1984
52.232-19	Availability of Funds for the Next Fiscal Year	Apr 1984
For the purpose of this clause the blanks are completed as follows: 30 Sep of each contract period.		
52.232-23	Assignment of Claims	Jan 1986
52.232-25	Prompt Payment	Jun 1997
52.232-33	Mandatory Information for Electronic Funds Transfer Payment	Aug 1996
52.233-1	Disputes	Oct 1995
52.233-3	Protest After Award	Aug 1996
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
52.242-1	Notice of Intent to Disallow Costs	Apr 1984
52.242-13	Bankruptcy	Jul 1995
52.243-1	Changes - Fixed-Price	Aug 1987
	Alternate II	Apr 1984
52.244-2	Subcontracts	Aug 1998
52.243-3	Changes - Time-and-Materials or Labor-Hour Contracts	Aug 1987

52.244-5	Competition in Subcontracting	Dec 1996
52.244-6	Subcontracts for Commercial Items and Commercial Components	Oct 1998

(a) Definitions

“Commercial item”, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

“Subcontract”, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.

4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S. - Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

<u>FAR</u>	<u>CLAUSE TITLE</u>	<u>DATE OF</u>
<u>PARA</u>		<u>CLAUSE</u>
52.245-2	Government Property (Fixed Price Contracts)	Dec 1989
52.245-2	Alternate I	Apr 1984
52.246-25	Limitation of Liability - Services	Feb 1997
52.248-1	Value Engineering (Deviation)	Mar 1989
52.249-2	Termination for Convenience of the Government (Fixed-Price)	Sep 1996
52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984
52.252-6	Authorized Deviations in Clauses	Apr 1984
52.253-1	Computer Generated Forms	Jan 1991

**2. DEFENSE FAR SUPPLEMENT (48 CFR, CHAPTER 2) CLAUSES:**

<u>DFAR</u>	<u>CLAUSE TITLE</u>	<u>DATE OF</u>
<u>PARA</u>		<u>CLAUSE</u>
252.203-7001	Special Prohibition on Employment	Jun 1997
252.203-7002	Display of DOD Hotline Poster	Dec 1991
252.204-7000	Disclosure of Information	Dec 1991
252.204-7003	Control of Government Personnel Work Product	Apr 1992
252.204-7004	Required Central Contractor Registration	Mar 1998
252.205-7000	Provision of Information to Cooperative Agreement Holders	Dec 1991
252.209-7000	Acquisition From Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty	Nov 1995
252.209-7003	Compliance with Veterans' Employment Reporting Requirements	Mar 1998
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country	Mar 1998
252.215-7000	Pricing Adjustments	Dec 1991
252.217-7028	Over and Above Work	Dec 1991
252.223-7001	Hazard Warning Labels	Dec 1991
252.223-7004	Drug-Free Work Force	Sep 1988
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	Apr 1993
252.225-7001	Buy American Act and Balance of Payments Program	Mar 1998
252.225-7002	Qualifying Country Sources as Subcontractors	Dec 1991
252.225-7009	Duty-Free Entry-Qualifying Country Supplies (End Products and Components)	Mar 1998
252.225-7012	Preference for Certain Domestic Commodities	Jan 1999
252.225-7025	Restriction on Acquisition of Forgings	Jun 1997
252.225-7031	Secondary Arab Boycott of Israel	Jun 1992
252.227-7016	Rights in Bid or Proposal Information	Jun 1995
252.227-7030	Technical Data - Withholding of Payment	Oct 1988
252.227-7037	Validation of Restrictive Markings on Technical Data	Nov 1995
252.231-7000	Supplemental Cost Principles	Dec 1991
252.235-7003	Frequency Authorization	Dec 1991

252.243-7001	Pricing of Contract Modifications	Dec 1991
252.243-7002	Requests for Equitable Adjustment	Mar 1998
252.245-7001	Reports of Government Property	May 1994
252.247-7023	Transportation of Supplies by Sea (IAW DFARS 247.573(b))	Nov 1995
(a) Definitions. As used in this clause--		

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that-

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;



- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

### III. AIR FORCE FAR SUPPLEMENT CLAUSES

AFFAIRS PARAGRAPH	CLAUSE TITLE	DATE OF CLAUSE
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<b>5352.204-9000</b>	<b>NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY</b>	<b>MAY 1996</b>
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Thirty days before the date Contractor operations will begin on base, the contractor shall notify the security police activity shown in the distribution block of the DD Form 254, DOD Contract Security Classification Specification, as to:

- (a) The name, address, and telephone number of this contract company's representative and designated alternate in the US or overseas area, as appropriate;
- (b) The contract number and military contracting command;
- (c) The highest classification category of defense information to which Contractor employees will have access;
- (d) The Air Force installations in the US (in overseas areas identify only the APO number(s)) where the contract work will be performed;
- (e) The date Contractor operations will begin on base in the US or in the overseas area;
- (f) The estimated completion date of operations on base in the US or in the overseas area; and
- (g) Any changes to information previously provided under this clause.

This requirement is in addition to visit request procedures contained in DOD 5220.22M, National Industrial Security Program Operating Manual.

### **5352.204-9001 VISITOR GROUP SECURITY AGREEMENTS (MAY 1996)**

Prior to beginning operations involving classified information on an installation identified on the DD Form 254 where the contractor is not required to have a facility security clearance, the contractor shall enter into a security agreement (or understanding) with the installation commander to ensure that the contractor's security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions which will be performed:

(a) By the installation for the contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections under DOD 5220.22-M, classified mail services, security badges, visitor control and investigating security incidents; and

(b) Jointly by the contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

**5352.237-9000 CONTROL AND RELEASE OF INSPECTOR GENERAL REPORTS (MAY 1996)**

The Contractor shall not release any part of an Air Force or Major Air Force Command Inspector General report without the Contracting Officer's written permission. The Contractor shall promptly forward any Freedom of Information Act (FOIA) request related to an Air Force Inspector General report to the Contracting Officer for a release determination.

**SECTION J**

**LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

<b><u>ATCH/ EXHIBIT</u></b>	<b><u>TITLE AND DATE</u></b>	<b><u>NO OF PAGES</u></b>
1	PERFORMANCE WORK STATEMENT DATED 01 FEB 99	935
2a	DEPARTMENT OF LABOR WAGE DETERMINATION NO. 94-2371, REV (2) dated 12/01/1997	8
2b	DEPARTMENT OF LABOR WAGE DETERMINATION NO. 93-0654, REV (10) dated 06/01/1998	2
2b(1)	COLLECTIVE BARGAINING AGREEMENT BETWEEN TATE FACILITIES SERVICE INC. AND SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 200-C, AFL-CIO dated October 1, 1994 to September 30, 1998.	11
3	DD FORM 254, CONTRACT SECURITY CLASSIFICATION SPECIFICATION	10
4	LIST OF RATES AND BENEFITS FOR EQUIVALENT FEDERAL HIRES (UNDATED)	1
5	SAMPLE SUBMISSION OF DATA TRANSMITTAL LETTER	1
6	CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS	3
7	HAZMAT SPILL NOTIFICATION AND RESPONSE PROCEDURE	2

WAGE DETERMINATION NO: 94-2371 REV (10) AREA: NY,BUFFALO

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*

REGISTER OF WAGE DETERMINATION UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		Washington, D.C. 20210
		Wage Determination No.: 94-2371
		Revision No.: 10
Division of	Wage Determinations	Date of Last Revision: 06/01/1998

| State): New York

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| Areas: New York COUNTIES OF Allegany, Cattaraugus, Chautauqua, Erie,  
| Niagara, Wyoming

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\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination Follow The Occupational Listing \*\*

OCCUPATION CODE AND TITLE	MINIMUM HOURLY WAGE
Administrative Support and Clerical Occupations:	
01011 Accounting Clerk I	\$ 7.62
01012 Accounting Clerk II	\$ 8.33
01013 Accounting Clerk III	\$ 9.74
01014 Accounting Clerk IV	\$ 11.20
01030 Court Reporter	\$ 12.03
01050 Dispatcher, Motor Vehicle	\$ 12.03
01060 Document Preparation Clerk	\$ 9.10
01070 Messenger (Courier)	\$ 11.01
01090 Duplicating Machine Operator	\$ 9.10
01110 Film/Tape Librarian	\$ 10.60
01115 General Clerk I	\$ 6.90
01116 General Clerk II	\$ 8.24
01117 General Clerk III	\$ 9.10
01118 General Clerk IV	\$ 10.14
01120 Housing Referral Assistant	\$ 12.54
01131 Key Entry Operator I	\$ 8.63
01132 Key Entry Operator II	\$ 10.70
01191 Order Clerk I	\$ 8.40
01192 Order Clerk II	\$ 10.29
01261 Personnel Assistant (Employment) I	\$ 9.39
01262 Personnel Assistant (Employment) II	\$ 10.55
01263 Personnel Assistant (Employment) III	\$ 12.03
01264 Personnel Assistant (Employment) IV	\$ 12.54
01270 Production Control Clerk	\$ 12.54
01290 Rental Clerk	\$ 10.55
01300 Scheduler, Maintenance	\$ 10.60
01311 Secretary I	\$ 10.55
01312 Secretary II	\$ 12.03
01313 Secretary III	\$ 12.54
01314 Secretary IV	\$ 15.49
01315 Secretary V	\$ 16.57
01320 Service Order Dispatcher	\$ 10.55
01341 Stenographer I	\$ 9.39
01342 Stenographer II	\$ 10.60
01400 Supply Technician	\$ 15.23
01420 Survey Worker (Interviewer)	\$ 12.03
01460 Switchboard Operator-Receptionist	\$ 7.87
01510 Test Examiner	\$ 12.03

01520	Test Proctor	\$ 12.03
01531	Travel Clerk I	\$ 7.37
01532	Travel Clerk II	\$ 7.79
01533	Travel Clerk III	\$ 8.12
01611	Word Processor I	\$ 9.56
01612	Word Processor II	\$ 10.74
01613	Word Processor III	\$ 12.02

## Automatic Data Processing Occupations:

03010	Computer Data Librarian	\$ 9.90
03041	Computer Operator I	\$ 9.90
03042	Computer Operator II	\$ 11.10
03043	Computer Operator III	\$ 15.35
03044	Computer Operator IV	\$ 17.05
03045	Computer Operator V	\$ 18.88
03071	Computer Programmer I 1/	\$ 12.23
03072	Computer Programmer II 1/	\$ 14.65
03073	Computer Programmer III 1/	\$ 17.55
03074	Computer Programmer IV 1/	\$ 20.93
03101	Computer Systems Analyst I 1/	\$ 17.60
03102	Computer Systems Analyst II 1/	\$ 21.51
03103	Computer Systems Analyst III 1/	\$ 26.41
03160	Peripheral Equipment Operator	\$ 9.90

## Automotive Service Occupations:

05005	Automobile Body Repairer, Fiberglass	\$ 20.56
05010	Automotive Glass Installer	\$ 19.19
05040	Automotive Worker	\$ 19.19
05070	Electrician, Automotive	\$ 19.94
05100	Mobile Equipment Servicer	\$ 17.89
05130	Motor Equipment Metal Mechanic	\$ 20.56
05160	Motor Equipment Metal Worker	\$ 19.19
05190	Motor Vehicle Mechanic	\$ 20.56
05220	Motor Vehicle Mechanic Helper	\$ 17.17
05250	Motor Vehicle Upholstery Worker	\$ 18.50
05280	Motor Vehicle Wrecker	\$ 19.19
05310	Painter, Automotive	\$ 19.94
05340	Radiator Repair Specialist	\$ 19.19
05370	Tire Repairer	\$ 17.89
05400	Transmission Repair Specialist	\$ 20.56

## Food Preparation and Service Occupations:

07010	Baker	\$ 10.01
07041	Cook I	\$ 9.31
07042	Cook II	\$ 10.01
07070	Dishwasher	\$ 7.79
07100	Food Service Worker (Cafeteria Worker)	\$ 7.79
07130	Meat Cutter	\$ 10.01
07250	Waiter/Waitress	\$ 7.45

## Furniture Maintenance and Repair Occupations:

09010	Electrostatic Spray Painter	\$ 19.94
09040	Furniture Handler	\$ 15.63
09070	Furniture Refinisher	\$ 19.94
09100	Furniture Refinisher Helper	\$ 17.17
09110	Furniture Repairer, Minor	\$ 18.50
09130	Upholsterer	\$ 19.94

## General Service and Support Occupations:

11030	Cleaner, Vehicles	\$ 7.79
11060	Elevator Operator	\$ 7.79
11090	Gardener	\$ 9.31
11121	Housekeeping Aide I	\$ 7.79
11122	Housekeeping Aide II	\$ 7.92

11150	Janitor	\$ 7.79
11210	Laborer, Grounds Maintenance	\$ 8.15
11240	Maid or Houseman	\$ 7.45
11270	Pest Controller	\$ 9.66
11300	Refuse Collector	\$ 7.79
11330	Tractor Operator	\$ 8.95
11360	Window Cleaner	\$ 8.92

## Health Occupations:

12020	Dental Assistant	\$ 9.84
12040	Emergency Medical Technician / Paramedic Ambulance Driver	\$ 11.47
12071	Licensed Practical Nurse I	\$ 7.83
12072	Licensed Practical Nurse II	\$ 8.79
12073	Licensed Practical Nurse III	\$ 9.84
12100	Medical Assistant	\$ 8.79
12130	Medical Laboratory Technician	\$ 8.79
12160	Medical Record Clerk	\$ 8.79
12190	Medical Record Technician	\$ 12.18
12221	Nursing Assistant I	\$ 6.38
12222	Nursing Assistant II	\$ 7.18
12223	Nursing Assistant III	\$ 7.83
12224	Nursing Assistant IV	\$ 8.79
12250	Pharmacy Technician	\$ 10.96
12280	Phlebotomist	\$ 8.79
12311	Registered Nurse I	\$ 12.18
12312	Registered Nurse II	\$ 14.90
12313	Registered Nurse II, Specialist	\$ 14.90
12314	Registered Nurse III	\$ 18.03
12315	Registered Nurse III, Anesthetist	\$ 18.03
12316	Registered Nurse IV	\$ 21.61

## Information and Arts Occupations:

13002	Audiovisual Librarian	\$ 15.49
13011	Exhibits Specialist I	\$ 15.88
13012	Exhibits Specialist II	\$ 19.65
13013	Exhibits Specialist III	\$ 23.97
13041	Illustrator I	\$ 15.88
13042	Illustrator II	\$ 19.65
13043	Illustrator III	\$ 23.97
13047	Librarian	\$ 16.57
13050	Library Technician	\$ 12.03
13071	Photographer I	\$ 12.41
13072	Photographer II	\$ 15.88
13073	Photographer III	\$ 19.65
13074	Photographer IV	\$ 23.97
13075	Photographer V	\$ 29.08

## Laundry, Drycleaning, Pressing and Related Occups:

15010	Assembler	\$ 5.37
15030	Counter Attendant	\$ 5.37
15040	Dry Cleaner	\$ 6.73
15070	Finisher, Flatwork, Machine	\$ 5.37
15090	Presser, Hand	\$ 5.37
15100	Presser, Machine, Drycleaning	\$ 5.37
15130	Presser, Machine, Shirts	\$ 5.37
15160	Presser, Machine, Wearing Apparel, Laundry	\$ 5.37
15190	Sewing Machine Operator	\$ 7.19
15220	Tailor	\$ 7.64
15250	Washer, Machine	\$ 5.83

## Machine Tool Operation and Repair Occupations:

19010	Machine-Tool Operator (Toolroom)	\$ 19.94
19040	Tool and Die Maker	\$ 22.62

## Materials Handling and Packing Occupations:

21010	Fuel Distribution System Operator	\$ 17.89
21020	Material Coordinator	\$ 15.34
21030	Material Expediter	\$ 15.34
21040	Material Handling Laborer	\$ 17.14
21050	Order Filler	\$ 12.13
21071	Forklift Operator	\$ 16.44
21080	Production Line Worker (Food Processing)	\$ 14.23
21100	Shipping/Receiving Clerk	\$ 9.10
21130	Shipping Packer	\$ 11.44
21140	Store Worker I	\$ 11.33
21150	Stock Clerk (Shelf Stocker; Store Worker II)	\$ 13.59
21210	Tools and Parts Attendant	\$ 14.23
21400	Warehouse Specialist	\$ 14.23

## Mechanics and Maintenance and Repair Occupations:

23010	Aircraft Mechanic	\$ 20.56
23040	Aircraft Mechanic Helper	\$ 17.17
23050	Aircraft Quality Control Inspector	\$ 21.22
23060	Aircraft Servicer	\$ 18.50
23070	Aircraft Worker	\$ 19.19
23100	Appliance Mechanic	\$ 19.94
23120	Bicycle Repairer	\$ 17.89
23125	Cable Splicer	\$ 20.56
23130	Carpenter, Maintenance	\$ 19.94
23140	Carper Layer	\$ 19.19
23160	Electrician, Maintenance	\$ 21.90
23181	Electronics Technician, Maintenance I	\$ 19.19
23182	Electronics Technician, Maintenance II	\$ 19.94
23183	Electronics Technician, Maintenance III	\$ 20.56
23260	Fabric Worker	\$ 18.50
23290	Fire Alarm System Mechanic	\$ 20.56
23310	Fire Extinguisher Repairer	\$ 17.89
23340	Fuel Distribution System Mechanic	\$ 20.56
23370	General Maintenance Worker	\$ 19.33
23400	Heating, Refrigeration and Air-Conditioning Mechanic	\$ 20.56
23430	Heavy Equipment Mechanic	\$ 20.56
23440	Heavy Equipment Operator	\$ 20.56
23460	Instrument Mechanic	\$ 20.56
23470	Laborer	\$ 11.95
23500	Locksmith	\$ 19.94
23530	Machinery Maintenance Mechanic	\$ 20.56
23550	Machinist, Maintenance	\$ 20.56
23580	Maintenance Trades Helper	\$ 17.17
23640	Millwright	\$ 20.56
23700	Office Appliance Repairer	\$ 19.94
23740	Painter, Aircraft	\$ 19.94
23760	Painter, Maintenance	\$ 19.94
23790	Pipefitter, Maintenance	\$ 20.56
23800	Plumber, Maintenance	\$ 19.94
23820	Pneudraulic Systems Mechanic	\$ 20.56
23850	Rigger	\$ 20.56
23870	Scale Mechanic	\$ 19.19
23890	Sheet-Metal Worker, Maintenance	\$ 20.56
23910	Small Engine Mechanic	\$ 19.19
23930	Telecommunications Mechanic I	\$ 20.56
23931	Telecommunications Mechanic II	\$ 21.22
23950	Telephone Lineman	\$ 20.56
23960	Welder, Combination, Maintenance	\$ 20.56
23965	Well Driller	\$ 20.56
23970	Woodcraft Worker	\$ 20.56
23980	Woodworker	\$ 17.89

## Personal Needs Occupations:

24570 Child Care Attendant	\$ 8.81
24580 Child Care Center Clerk	\$ 11.02
24600 Chore Aide	\$ 7.45
24630 Homemaker	\$ 12.28

## Plant and System Operation Occupations:

25010 Boiler Tender	\$ 20.56
25040 Sewage Plant Operator	\$ 19.94
25070 Stationary Engineer	\$ 20.56
25190 Ventilation Equipment Tender	\$ 17.17
25210 Water Treatment Plant Operator	\$ 19.94

## Protective Service Occupations:

27004 Alarm Monitor	\$ 9.09
27006 Corrections Officer	\$ 16.76
27010 Court Security Officer	\$ 17.18
27040 Detention Officer	\$ 16.76
27070 Firefighter	\$ 15.40
27101 Guard I	\$ 5.70
27102 Guard II	\$ 9.09
27130 Police Officer	\$ 19.37

## Stevedoring/Longshoremen Occupational Services:

28010 Blocker and Bracer	\$ 15.94
28020 Hatch Tender	\$ 15.94
28030 Line Handler	\$ 15.94
28040 Stevedore I	\$ 15.37
28050 Stevedore II	\$ 16.51

## Technical Occupations:

29010 Air Traffic Control Specialist, Center 2/	\$ 23.45
29011 Air Traffic Control Specialist, Station 2/	\$ 16.17
29012 Air Traffic Control Specialist, Terminal 2/	\$ 17.81
29023 Archeological Technician I	\$ 14.15
29024 Archeological Technician II	\$ 15.92
29025 Archeological Technician III	\$ 19.65
29030 Cartographic Technician	\$ 19.65
29035 Computer Based Training (CBT) Specialist/Instructor	\$ 17.60
29040 Civil Engineering Technician	\$ 19.65
29061 Drafter I	\$ 9.36
29062 Drafter II	\$ 12.41
29063 Drafter III	\$ 15.88
29064 Drafter IV	\$ 19.65
29081 Engineering Technician I	\$ 10.76
29082 Engineering Technician II	\$ 14.27
29083 Engineering Technician III	\$ 16.35
29084 Engineering Technician IV	\$ 20.30
29085 Engineering Technician V	\$ 21.54
29086 Engineering Technician VI	\$ 22.08
29090 Environmental Technician	\$ 17.05
29100 Flight Simulator/Instructor (Pilot)	\$ 21.51
29150 Graphic Artist	\$ 17.60
29160 Instructor	\$ 15.86
29210 Laboratory Technician	\$ 15.35
29240 Mathematical Technician	\$ 19.72
29361 Paralegal/Legal Assistant I	\$ 12.03
29362 Paralegal/Legal Assistant II	\$ 13.09
29363 Paralegal/Legal Assistant III	\$ 16.00
29364 Paralegal/Legal Assistant IV	\$ 19.35
29390 Photooptics Technician	\$ 19.72
29480 Technical Writer	\$ 20.93
29491 Unexploded Ordnance Technician I	\$ 14.90
29492 Unexploded Ordnance Technician II	\$ 18.03

29493 Unexploded Ordnance Technician III	\$ 21.61
29494 Unexploded Safety Escort	\$ 14.90
29495 Unexploded Sweep Personnel	\$ 14.90
29620 Weather Observer, Senior 3/	\$ 17.05
29621 Weather Observer, Combined Upper Air and Surface Programs 3/	\$ 15.35
29622 Weather Observer, Upper Air 3/	\$ 15.35

## Transportation/Mobile Equipment Operation Occups:

31030 Bus Driver	\$ 14.70
31260 Parking and Lot Attendant	\$ 9.63
31290 Shuttle Bus Driver	\$ 11.47
31300 Taxi Driver	\$ 11.01
31361 Truckdriver, Light Truck	\$ 11.47
31362 Truckdriver, Medium Truck	\$ 14.70
31363 Truckdriver, Heavy Truck	\$ 15.90
31364 Truckdriver, Tractor-Trailer	\$ 15.90

## Miscellaneous Occupations:

99020 Animal Caretaker	\$ 8.55
99030 Cashier	\$ 7.24
99041 Carnival Equipment Operator	\$ 8.95
99042 Carnival Equipment Repairer	\$ 9.31
99043 Carnival Worker	\$ 7.79
99050 Desk Clerk	\$ 8.81
99095 Embalmer	\$ 14.90
99300 Lifeguard	\$ 7.87
99310 Mortician	\$ 14.90
99350 Park Attendant (Aide)	\$ 9.92
99400 Photofinishing Worker (Photo Lab Technician, Dark Room Tech)	\$ 7.87
99500 Recreation Specialist	\$ 12.28
99510 Recycling Worker	\$ 8.95
99610 Sales Clerk	\$ 7.87
99620 School Crossing Guard (Crosswalk Attendant)	\$ 7.79
99630 Sports Official	\$ 7.87
99658 Survey Party Chief (Chief of Party)	\$ 19.56
99659 Surveying Technician (Instr. Person; Surveyor Asst., Instr.)	\$ 15.88
99660 Surveying Aide	\$ 10.11
99690 Swimming Pool Operator	\$ 10.01
99720 Vending Machine Attendant	\$ 7.18
99730 Vending Machine Repairer	\$ 9.40
99740 Vending Machine Repairer Helper	\$ 7.76

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\*\* Fringe Benefits Required For All Occupations Included In This Wage Determination \*\*

HEALTH & WELFARE: \$1.39 per hour or \$55.60 per week or \$240.93 per month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years; 5 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29CFR 4.174)

1/ Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)



2/ APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3/ WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be

classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**"REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor**

*William W. Gross*  
William W. Gross      Division of  
Director              Wage Determinations

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

Wage Determination No.: 93-0654  
Revision No.: 2  
Date of Last Revision: 12/01/1997

State(s): New York

Area: NEW YORK COUNTIES OF NIAGARA.

\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination Follow The Occupational Listing \*\*

**OCCUPATION**

**MINIMUM HOURLY WAGE**

Employed on Air Force contracts for operation of a base supply, motor vehicle management and maintenance, traffic management, information management and real property maintenance at Niagara Falls IAP-ARS in the above LOCALITY:

In accordance with Section 2(a) and 4(c) of the Service contract Act, as amended, employees employed by the contractor in performing the above service and covered by the collective bargaining agreement(s) between Day & Zimmermann Facilities Service Inc., and Service Employees International Union, Local 200-C, AFL-CIO are paid wage rates and fringe benefits set forth in the bargaining agreement(s) effective October 1, 1994 through September 30, 1998.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} when multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where

there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

NOTE:

In accordance with Section 4(c) of the Service Contract Act, as amended, the wage rates and fringe benefits set forth in this wage determination are based on a collective bargaining agreement(s) under which the incumbent contractor is operating. The wage determination sets forth the wage rates and fringe benefits provided by the collective bargaining agreement and applicable to performance on the service contract. However, failure to include any job classification, wage rate, or fringe benefit encompassed in the collective bargaining agreement does not relieve the successor contractor of the statutory requirements to comply as a minimum with the terms of the collective bargaining agreement insofar as wages and fringe benefits are concerned.

***COLLECTIVE BARGAINING AGREEMENT  
BETWEEN***

**TATE FACILITIES SERVICE  
INCORPORATED**

***AND***

**SERVICE EMPLOYEES INTERNATIONAL  
UNION**

***LOCAL 200-C, AFL-CIO,***

***OCTOBER 1, 1994 TO SEPTEMBER 30, 1998***

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**AGREEMENT**

This agreement is between Tate Facilities Service, Incorporated, 10930 Utzig Drive, Niagara Falls International Airport, Niagara Falls, New York (hereinafter called the "Company") and Local 200-C of the Service Employees International Union, AFL-CIO, CLC, at the Base Operating Services contract, hereinafter referred to as the "Union".

It is the intent and purpose of this agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving misunderstandings or differences which may arise, and to set forth herein the basic and full Agreement between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment.

The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee or group of employees, but is intended to refer to all employees in Job classifications, regardless of sex.

**ARTICLE 1 - RECOGNITION**

Section 1. Pursuant to and in accordance with all applicable conditions of the laws of the State of New York, Code of Federal Regulations, Air Force Regulations, and The Service Contract Act Provisions, the Company recognizes the Union as the sole exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

Section 2. The bargaining unit shall consist of all hourly full time, part time, intermittent part-time, and temporary non-probationary employees, employed at The Niagara Falls International Air Force Base Operating Services contract facility. Excluded shall be Salaried Management employees and Management Confidential Secretary.

Section 3. Regular Full Time, Regular Part Time, Temporary, and Intermittent Part Time Employees. Regular Full Time Employees are defined as an employee who works thirty five (35) hours or more per week on a regular recurring basis throughout the calendar year. Regular Part Time Employees are defined as those employees who work a regularly scheduled work week on a normal recurring basis throughout the year. Regular part time employees are entitled to a pro rata share of Vacation and Holiday pay based on the number of hours worked, plus fringe pay. Temporary employees are defined as those hired for a specified temporary time, usually not to exceed one hundred and eighty (180) days. Temporary employees are eligible for Holiday pay and Fringe payment, but are not eligible for Vacation. Intermittent Part Time employees are defined as those who are on call and not subject to a regularly scheduled work week. When in this status, an employee is not eligible for Holiday or Vacation but shall receive Fringe payment.

Section 4. The Company agrees not to downgrade the current Regular Full Time employees to Temporary employee status, for the job classifications listed in Appendix "A", during the term of this Agreement.

**ARTICLE 2 - UNION SECURITY AND CHECKOFF**

Section 1. The Company will make available to all employees entering the bargaining unit a copy of the Agreement, calling their attention to the fact that Local 200-C of the Service Employees International Union, AFL-CIO has been recognized as the exclusive bargaining representative for all employees in the bargaining unit. Copies are to be distributed within a reasonable amount of time, after the execution of the Agreement.

Section 2. All employees who are, or who become, members of the Union shall, as a condition of continued employment, maintain their membership in the Union in good standing during the term of this Agreement. Good standing shall mean only the payment or tender of regular initiation fees and periodic dues uniformly required by the Union's constitution as a condition of acquiring and maintaining membership.

Section 3. All employees will, as a condition of continued employment, make application for membership in the Union upon completion of their probationary period of ninety (90) days. Completion of one (1) probationary period is all that is necessary for subsequent Temporary, or Part-time Intermittent re-hire.

Section 4. The Union shall notify the employer in writing of any employee who fails to assume or maintain the obligations of membership set forth in this Article.

Section 5. The Union shall hold the Company harmless from any and all liability, damages, suits and the cost of defending itself in any such suits or actions arising from the discharge of any employee at the request of the Union pursuant to the provisions of this Article.

Section 6. The Union will initially notify the Company as to the amount of dues to be deducted. Such notification will be certified to management in writing over the authorized signature of the officer or officers of the Union. Changes in the Union membership dues rates will be similarly certified to the Company and shall be done at least two (2) pay periods in advance of effective date of change.

Section 7. Deductions of Union dues from the members' pay checks shall be done every pay period, not to exceed the amount certified to the Company.

**ARTICLE 3 - RIGHTS AND FUNCTIONS OF MANAGEMENT**

Section 1. Except as otherwise provided in this Agreement, nothing shall be deemed to limit the Company in any way in the exercise of the customary functions of management, including the right to make such reasonable rules and regulations as the Company considers necessary for the orderly and efficient conduct of its business. The Company shall have the right to determine job content, and the number of employees needed for any particular job, subject to the limitations elsewhere in this

Agreement.

#### **ARTICLE 4 - SPECIAL MEETINGS**

Section 1. The Company and Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request. It is understood that positions taken by the Company and the Union are not binding upon either party. These meetings are for the purpose of meeting and discussing provisions prior to implementation of the grievance procedure.

#### **ARTICLE 5 - UNION STEWARDS**

Section 1. The Union shall have the right to designate one (1) Chief Steward and four (4) Stewards for this bargaining Agreement. The Union shall submit to the Employer in writing the names of all such Stewards. The authority of the Stewards shall be limited to and shall not exceed the investigation and presentation of grievances in accordance with the provisions of this Agreement, and the handling of such Union business as may be delegated to them from time to time by the Union. A Steward does not have the authority to call a strike, work stoppage, slowdown, or any other interference with the company's business. The conduct of Union business will be scheduled so that no employee is interrupted during paid working time, with the exception of a grievance proceeding conducted pursuant to the grievance clause of this contract. The Company and the Union are in agreement that the minimum amount of time shall be spent in the performance of Steward duties.

Section 2. The Steward, before leaving his work station to perform any of his functions herein set forth, shall request 'permission from his immediate Supervisor and state the Union business he desires to conduct on company time. Such permission shall be immediately granted unless it should substantially interfere with operations. He shall report to his Supervisor upon completing each function.

Section 3. When an employee presents his own grievance without intervention of a Union Steward, the Steward shall be given an opportunity to be present and shall be allowed the time therefore, paid at his regular rate, upon notification and approval of his immediate Supervisor or Department Manager.

Section 4. The Chief Steward shall have the same privileges as Stewards when any grievance has been processed within the grievance procedure. In the event the regularly assigned Steward is not available, the chief Steward may act on his behalf at Step 1 of the grievance procedure.

#### **ARTICLE 6 - UNION VISITATION/ACCESS AND ADMITTANCE**

Section 1. It is hereby understood and agreed that if and when non-employee Union representatives are permitted access by the Air Force to the site on which the Company's operations are located, such representatives shall have access to the company's work site for the sole purpose of investigating grievances and safety complaints; said privilege to be exercised so that no employee is interrupted during working time for the purpose of conducting Union business, with the exception of a grievance proceeding conducted in accordance with this contract. All other Union business of such representatives shall be conducted off base.

#### **ARTICLE 7 - BULLETIN BOARDS**

Section 1. The employer shall provide space for one appropriate quality bulletin board of a maximum size of three feet by four feet for the exclusive use of the Union for the posting of notices of meetings, bulletins and other Union matters, said space shall be provided in five buildings 425/426/600/620/800. The Union agrees that the bulletin board space so provided shall be used exclusively for matters relating to the bargaining unit described in Article 1, and shall not be used for the posting of anything derogatory to the Employer, its management, its employees, its subcontractors, or its customers and the employer may eliminate the space so provided if any derogatory posting appears.

Section 2. All notices to be posted must bear the approval for posting of the appropriate local Union representative and the project manager, and are subject to removal by the Employer if not so approved. Such approval will not be unreasonably withheld.

#### **ARTICLE 8 - GRIEVANCE PROCEDURE**

Section 1. A grievance is any dispute, controversy or difference between:

(A) The Union or the Company on any issues with respect to, on account of, or concerning the meaning and interpretation or application of this Agreement, or any terms or provisions thereof.

Section 2. Any grievance not initiated, taken to the next step, or answered within these time limits will be considered settled on the basis of the last answer by the Company if the Union does not move to the next step within the time limits, or on the basis of the Union's last demand if the Company fails to give its answer within the time limits.

Step 1. The aggrieved employee will first take the matter up informally or verbally with his immediate Supervisor or Department Manager. The aggrieved employee may be accompanied by a Union Steward.

Step 2. If the grievance is not resolved informally within five (5) working days, it is to be reduced to writing and presented to the Project Manager, within five (5) working days of the informal response. The Project Manager shall comment within five (5) working days upon receipt of the grievance. The Union must be kept informed of the nature of the grievance and its resolution.

Step 3. In the event that the grievance is not resolved at the First or Second Step, the same shall be referred to the General Manager of Tate Facilities and the President of the Union/or



Business Representative within five (5) working days upon receipt of the grievance for resolution of the matter.

Step 4. In the event that the grievance is not resolved at the First, Second or Third Step, the same shall be referred to the Federal Mediation and Conciliation Service within ten (10) working days of the Step 3 answer for assignment of a mediator in an effort to resolve the disputed issue.

A. The parties must meet and confer to discuss the grievance. A Business Representative of the Union, Steward(s), and the Grievant(s), Mediator, and Company representatives shall endeavor to resolve the issue.

B. An employee may appeal a suspension or discharge beginning at the Fourth (4 th) Step of the Grievance Procedure.

Step 5. If the parties are unable to resolve said grievance within ten (10) working days through the mediation procedure, they shall jointly submit their differences to a Staff Arbitrator assigned by the New York State Employment Relations Board.

Section 3. The party requesting Arbitration/Mediation shall pay the fee of the Arbitrator/Mediator the cost of any hearing room and the cost of a court reporter if requested by the Arbitrator. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the cost of witnesses called by the other party.

Section 4. The Arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented and shall confine his decision solely to the application and interpretation of this Agreement. The decision or award of the Arbitrator shall be final and binding.

Section 5. In the event that the New York State Employment Relations Board no longer exists, the parties agree to utilize the Federal Mediation and Conciliation Service (F.M.C.S.) to request a panel of seven (7) Arbitrators. The parties further agree that the cost of the Arbitrator shall be divided equally between them.

#### **ARTICLE 9 - DISCIPLINE**

Section 1. It is hereby understood and agreed that the employer shall have the right to discipline or discharge an employee for just cause, including but not limited to:

1. Dishonesty
2. Intoxication
3. Theft
4. Insubordination
5. Drugs, but not prescribed medication
6. Misconduct
7. Excessive Absenteeism
8. Chronic Tardiness

(A) Any discharge shall be subject to the grievance procedure and shall be proven beyond a reasonable doubt in the specific instances listed above.

(B) In imposing any discipline on a current charge, the Company will not take into account any prior infractions which occurred more than two (2) years previous.

(C) Every employee shall be entitled to an annual review of his permanent personnel record. Copies of all complaints, notices and reports or other pertinent information filed by an employee's Supervisor or any other Company officer or Department head which relates to the employee and may be made the basis for disciplinary action up to and including discharge shall be made available to the employee and the Union at the time such charges are made.

Section 2. If the Company has a reason to warn or reprimand an employee, it shall be done in a manner that is consistent with good employee relationship principles.

#### **ARTICLE 10 - SENIORITY**

Section 1. DEFINITION - Employee seniority shall be defined as the total length of continuous service rendered by each employee, defined as a service employee under the Service Contract Act. The total length of continuous service begins with the date the employee first began performing services (first day working) for a contractor covered by the Service Contract Act, at the Niagara Falls International Airport, Base Operating Services Contract. Continuous service shall mean service which has not been interrupted by separation from the Base Operating Services Contract, as a service employee, for a period of more than twelve (12) consecutive months (with exception to recall periods of layoff).

Section 2. Accrual of Seniority.

(A) Seniority shall begin with the first date the employee performed services for a contractor under the Service Contract Act, at the Niagara Falls International Airport, Base Operating Services Contract. This date maybe referred to as the employees Anniversary Date. The Union agrees to the seniority dates established under the predecessor contractor Intelcom, for the employees who were carried over to employment with Tate Facilities Inc.

Section 3. Loss of Seniority.

**Employees shall lose their seniority for the following reasons:**

(A) Discharge, if not reversed.

(B) An Employee absent for three (3) consecutive normally scheduled work days without notification of valid reason to the supervisor or Project Manager shall be considered as having quit.

(C) Unexcused failure to return to work when recalled from layoff.

(D) Retirement.

(E) After twelve (12) consecutive months, if the employee is not recalled from layoff.

(F) Voluntary resignation, if not tendered under a claim of duress.

Section 4. Seniority List. The Company shall maintain a roster of employees, arranged according to seniority by department or division, showing name, job classification and seniority date and shall furnish a copy to the Union within ninety (90) days after the signing of this Agreement and annually thereafter. All new employees names shall be submitted to the Union along with their date of hire upon completion of the probationary period of ninety (90) days. The Seniority list shall be posted on the Union Bulletin Board(s).

#### ARTICLE 11 - VACANCIES

Section 1. All Vacancies in existing classifications and all new positions will be posted for seniority bid as they occur. Notice of such vacancy or new position will be posted in a designated location where all employees may see it for five (5) working days, so that interested employees may submit a bid. The position will then be awarded to the most senior employee possessing relative ability, and qualifications, to perform the job. All posting will include a job description, with number of hours, wage rate, and qualifications needed.

Section 2. In the event an employee's job is abolished, the starting time changed significantly, or if the job duties are changed significantly, the employee may exercise his seniority and displace any less senior employee as long as they possess relative ability and qualifications, to perform the job. Such displaced employee may likewise exercise his seniority and displace any less senior employee, etc. The Union must be notified of any job abolishment which result from a modification or adjustment of the Base Contract between the Company and the Air Force.

Section 3. The Company and the Union at all times will refrain from discouraging any employee from submitting a bid on any job vacancy.

Section 4. Retreat Rights. In the event a bargaining unit employee accepts an exempt position non-inclusive of the bargaining unit, he may retreat back to his previously held position within thirty (30) work days, with seniority rights applicable. In the exercise of retreat rights, positions filled by employees as a result of a vacancy created by the acceptance of an exempt position, by a bargaining unit member who is non exempt, shall retreat back to their previously held position.

#### ARTICLE 12 - LAYOFF AND RECALL

Section 1. In the event that work becomes slack and it is necessary to reduce forces, the following procedure will be followed:

Step 1. The Company shall not reduce forces while seasonal or probationary or temporary hires remain employed. These employees shall be reduced first.

Step 2. The Company shall reduce the work force in inverse order of Seniority.

Section 2. In order to avoid a layoff an employee may exercise his seniority and displace any less senior employee as long as they possess relative ability and qualifications to perform the job. Such displaced employee may likewise exercise his seniority and displace any less senior employee, etc.

Section 3. Except as indicated above the employer may retain any employee holding a license issued by the State of New York which is required for the efficient operation of the department in preference to an employee having greater seniority who is not licensed.

Section 4. Lay-off shall be only at the end of the fifth day of an employee's work week. The Company will give the employee and at least five (5) days advance notice of such lay off, or pay the employee in lieu thereof. All lay off notices shall be in writing to the employee, with a copy to the Union and Chief Steward. The Company will comply with said Section 2 with exception of no advance notice with respect to the U.S. Government.

Section 5. In the event of recall, due to a vacancy, employees will be recalled in seniority order as long as they possess the necessary ability and minimum qualifications and physical fitness to perform the job. The Company will recall employees by certified mail, return receipt requested, mailed to the employee's last know address, with a copy to the Union and Chief Steward. The employee must respond to such notice within two (2) days of receipt and must actually report to work within three (3) days of receipt unless the employee is unable to do so because of illness, injury or justifiable reasons, or unless otherwise mutually agreed. Failure to take both steps will result in the loss of employment and seniority.

#### ARTICLE 13 - WORKING HOURS

Section 1. The work week will remain the same as currently constituted for all employees. The work week will not be changed without notification to the Union. Employees are to be paid biweekly, on Friday. The current practice of work scheduling of Unit Training Assemblies (U.T.A.) will remain in effect, however in the event that a scheduling problem exists for the personnel scheduled, the Company and the Union agree to attempt consensus on a suitable replacement for the assignment.

Section 2. Breaks. Breaks will be in accordance with the following schedule, and shall be

dependent upon work constraints.

Ten (10) minutes A.M.  
Ten (10) minutes P.M.

Lunch Period will be forty five (45) minutes.

Smoke Breaks. Will be in keeping with rules and regulations of the Customer, and will be confined to the two ten minute breaks listed above.

Section 3. Normal Duty Hours. Normal Duty Hours are the hours of which the employees work during a regular work week. Normal Duty Hours are: 7:15 AM to 4:00 PM, during the week and 7:30 AM to 4:30 PM during unit training assemblies (U.T.A.'s).

#### ARTICLE 14 - WAGES

Section 1. Wages for the employees covered by this Agreement shall be in accordance with the schedule set forth in Appendix A for the period of October one (1), 1994 up to and including September thirty (30), 1998.

Section 2. An employee who performs work in a higher classification shall receive compensation of that rate for the time spent working with prior approval of the Company.

Section 3. Called in. The term "called in" shall mean when an employee is not regularly scheduled to work, but shall not include extension of employee's regular work shift at such time as employee is requested or required to report for work at a time earlier than his normal starting time or requested to remain at work for a period of time exceeding his normal quitting time. In the event an employee is called in to perform duties, he shall receive compensation from the time that he is called, the time spent working, and the time spent returning home. In order to compensate employees in transit to the worksite and from it, each employee who is called in to perform work for the Company shall provide a "Report and Return Time" to the Project Manager. "Report and Return Time" is defined as the time needed to normally travel to and from work. "Report and Return Time" shall be increased to a maximum of one half (1/2) hour in the event of inclement weather. Call in shall be at the rate of time and one half (1 1/2) the employees normal wage rate, including "Report and Return Time".

Section 4. Scheduled Overtime. When an employee is scheduled to perform overtime, with prior notice of two (2) working days, he shall receive time and one half (1 1/2) for all hours worked in excess of forty (40) for the pay week.

#### ARTICLE 15 - NO STRIKE AND NO LOCK OUT

Section 1. During the term of this Agreement, the Union shall not authorize, cause, engage in sanction or assist in any work stoppage, strike, or refusal to work in concert, against the Company.

(A) In the event that any employee or employees shall call, cause, engage in, sanction or assist in any unauthorized work stoppage, strike, or refusal to work in concert against the Company, The Union and its officers and representatives agree to the following:

(1) That the Company may take disciplinary action it deems appropriate against such employee or employees, including discharge.

(2) That each of them jointly and severally will immediately disavow and refuse to recognize any picket line or lines established as a result of said unauthorized work stoppage, strike or refusal to work in concert against the Company; that each of them jointly and severally will instruct employees not to respect or recognize any said picket line or lines; and in addition, will do everything within their respective powers to secure the immediate disestablishment or disbanding of any said picket line or lines.

(B) In the event any employee shall call, engage in, sanction or assist in any unauthorized work stoppage, strike, or refusal to work in concert against the Company, the Company agrees that it will not file or process any action for damages arising out of said work stoppage, strike, or refusal to work in concert against the Union, its officers or representatives provided these individuals have performed their obligations and responsibilities as set forth in this section.

(C) Nothing in section (A) above shall preclude any right to which the Company may be entitled to secure legal or other redress of any individual who has caused damage or injury to or loss of Company property nor does the Company cede any rights in this regard to which it may be entitled.

Section 2. During the term of this agreement, the Company shall not cause, permit or engage in any lockout of its employees.

#### ARTICLE 16 - CLOTHING ALLOWANCE

Section 1. The Company will provide or make available Safety/O.S.H.A. required apparel and equipment to the employees. The Company will replace apparel or equipment not conforming to such requirements.

#### ARTICLE 17 - SNOW REMOVAL

Section 1. All employees who perform snow removal for the Company shall continue to do so.

Section 2. The Company will maintain a list of sixteen (16) part time intermittent employees qualified for snow removal duties. The Union shall receive a copy of the list.

Section 3. The employees on the list shall be called first for any snow removal after regular hours.

Section 4. In the event that the Company is unable to fulfill its snow removal needs from the list of employees designated to do so, the Company shall offer snow removal duty to the regular full time employees qualified to accomplish the work.

Section 5. The scheduling and assignment of snow removal duties is understood to be a management right and is not subject to the grievance procedure.

Section 6. Snow Removal Schedulers. Full time employees performing duties as Snow Removal Schedulers shall receive Lead pay, when overseeing four (4) or more employees on site during snow removal duties. Lead pay shall be given to one (1) person per shift.

#### **ARTICLE 18 - HOLIDAYS**

Section 1. Holidays - Regular, Full time, non probationary employees are eligible for eight (8) hours holiday pay if they are in an approved pay status during the week the holiday occurs. Regular part time employees will receive a pro rata share of the Holiday based on the hours worked in the work week the holiday occurs. Intermittent, part time workers are ineligible for holiday pay. Temporary employees are eligible for Holiday pay during the time period for which they perform work for the Company. Holidays recognized are the following:

New Years Day	Martin Luther King Day	Washington's Birthday
*Good Friday	Memorial Day	Independence Day
Labor Day	Columbus Day	Veterans Day
Christmas Day	Thanksgiving Day	

\*Note: A floating Holiday is Authorized in lieu of Good Friday. Those Employees who wish to substitute another day off may do so with management approval anytime during the twelve (12) months following Good Friday.

Section 2. When one of the designated holidays falls on an employee's scheduled day off, the holiday will be observed on the employee's scheduled work day closest to the holiday.

Section 3. Holidays which are not worked are not considered time worked and shall not be considered for purposes of computing overtime.

Section 4. If a holiday falls within an employees scheduled vacation period, that day will not be considered vacation time.

#### **ARTICLE- 19**

##### **BEREAVEMENT LEAVE, PAID LEAVE, JURY LEAVE, MILITARY LEAVE, BASE CLOSURE**

Section 1. Bereavement. Each regular, non probationary full time employee will be entitled to bereavement leave of up to twenty four (24) hours pay in the event of the death of his spouse, parent, mother in law or father in law, child, step child, grand child, brother, or sister. Employees must be attending the funeral or be attending to family business to receive leave payment.

Section 2. Personal leave. All regular full time non probationary employees shall receive forty eight (48) hours of paid leave per year. Any paid leave other than for sickness must be approved in advance by the Supervisor. The employee shall give forty eight (48) hours notice to the employer of his intent to take a personal leave, unless the Department Supervisor agrees that an employee may take a personal leave with less notice due to an emergency or other conditions. Leave may not be taken in less than one (1) hour increments. Any unused paid leave shall be paid to the employee in cash by the second pay period ending in the month of October per contract year. If an employee terminates prior to the end of the contract year any paid leave taken in excess of (.9) hours per week shall be withheld from final pay.

Section 3. Jury Leave. When a regular, full time, non probationary employee is called for jury duty, he shall immediately advise his Supervisor of the summons. The Company will pay the employee, based on his regular hourly rate of pay for the straight time lost from work for proven jury duty, less any per day jury pay.

Section 4. Military Leave. When a regular employee is called for temporary, scheduled active duty tour, said employee shall be paid the difference between his regular wage rate and his military stipend, for as long as he is on annual or school tour, not to exceed one hundred and twenty (120) hours per year.

Section 5. Base Closure. All Hourly employees in the event the Government determines that the base will close or not operate for the day will receive pay for a minimum of four (4) hours, or actual time worked if more than four hours, and be excused for the day.

#### **ARTICLE 20 - LEAVE WITHOUT PAY**

Section 1. Any employee desiring a leave without pay must secure permission in writing from the Company with a copy to the Union. Employees on approved leave of absence will retain seniority rights. Leave of absence for up to ninety days (90) days may be granted by the Company at it's sole discretion. Extensions beyond (90) days will be granted by the Company upon mutual consent, and shall be communicated to the Union. Any vacation and or personal leave will be used prior to requesting leave without pay.

#### **ARTICLE 21 - VACATIONS**

Section 1. Vacation. Regular, non-probationary employees are eligible for two (2) weeks paid vacation after one (1) year of continuous service with the company for the first five (5) years with the Company and three (3) weeks after five (5) years of service and four (4) weeks after fifteen (15) years. Regular, part time employees are entitled to a prorated amount of vacation based on their earned hours. Intermittent, part time workers are ineligible for vacation. Continuous service includes the whole span of continuous service with Tate Facilities Service, Inc. or its predecessor.

Section 2. Use of Vacation.

(A) Vacation time will be vested as of employee anniversary date and can be used when needed, provided the employee requests leave in advance. Vacation time may be taken in eight (8) hour increments, unless all personal leave time is exhausted, in which case it may be taken in one (1) hour increments.

(B) Vacations shall be scheduled with due regard for (1) Seniority, (2) Employee preference, and (3) needs of Service.

(C) A general paid holiday, which occurs during a vacation period, may be added thereto or to accrued vacation days.

(D) Vacation must be scheduled from each employees anniversary date to anniversary date. The time accrued to employees must be exhausted between this time frame, from anniversary year to anniversary year or it shall be lost. Employees must utilize earned vacation time, as time off from work, and may not receive monetary compensation for vacation time.

(E) In the event the Company is unable to accommodate a Vacation request within the employees anniversary dates, due to needs of its' operations and business, carry over of vacation time will be allowed, and will be utilized by the employee within thirty (30) days of the date of Company denial or upon a mutually agreeable date between the Project Manager and the employee effected.

Section 3. Vacation pay in advance. An employee going on vacation shall be paid in advance of the scheduled vacation when requested with a three (3) week advance notice. Such payment shall be made on the last regular work day preceding the scheduled vacation period by noon.

**ARTICLE 22 - HEALTH INSURANCE**

Section 1. Employees who desire health insurance coverage shall have the option of selecting a plan from the Company or the Union, whichever they prefer, in compliance with the window periods of either plan.

Section 2. The Company and the Union agree that they will not change health insurance carriers without consultation with the effected employees involved.

Section 3. There will be no double coverage of Health Insurance during the term of this Agreement.

**ARTICLE 23 - SAFETY**

Section 1. Employees shall immediately or at the end of their shift, report all defects in equipment in writing. The employer shall not require any employee to use equipment that has been reported in writing by any other employee as being in an unsafe operating condition unless such equipment has been inspected by the appropriate Supervisor or Safety Officer and the defect reported and declared in writing not to effect the safety or functioning of the equipment by said Supervisor or Safety Officer.

Section 2. Employees utilizing unsafe equipment or procedures including the non-use of personal protective equipment are subject to disciplinary action commensurate with the violation.

**ARTICLE 24 - TRAVEL ALLOWANCES**

Section 1. The Company agrees to reimburse employees for the use of personal vehicles for Company business at twenty-seven and one-half (27-1/2) cents per mile. Prior approval of the Project Manager is required for the reimbursement of travel expense.

**ARTICLE 25 - NON - DISCRIMINATION**

Section 1. Both parties agree not to discriminate in any manner against any individual because of race, color, religion, sex, age, national origin, ancestry, handicap or veteran status, nor will they limit, classify, segregate or withhold employment opportunity from any person because of the above status.

**ARTICLE 26 - TRANSFER OF COMPANY TITLE OR INTEREST**

Section 1. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns, in the event an entire operation or any part thereof is sold, leased, transferred or taken over by sale, transfer lease assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. It is understood by this Article that the parties hereto shall not use any leasing device to a third party to evade this contract. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of sale. This section shall not apply to a sale of inventory or the premises.

Section 2. Successorship. In the event that Tate Facilities is not awarded the bid to continue to perform services at the Niagara Falls Air Force Base, the Company agrees to submit a list to the Successor contractor including: Name, Address, and Job Classification of the employees who are currently performing work for the Company. The Company agrees not to disclose personnel records or any other confidential material to a Successor Contractor. If a substantial continuance of employment occurs this Union contract in its entirety shall be in full force and effect upon the date of operation.

**ARTICLE 27 - SEVERABILITY**

Section 1. In the event that any provision of this Agreement between the parties shall be held by operation of law or by a court to be unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby but shall be continued in full force and effect. It is

further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

#### ARTICLE 28 - TUITION/LICENSE REIMBURSEMENT

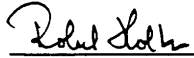
Section 1. Any appropriate License fees required by the Company shall be reimbursed for permit cost, test fee, and original license fee. The Company will not pay for retests or renewal fees.


#### ARTICLE 29 - INDIVIDUAL EMPLOYMENT ARRANGEMENTS

Section 1. There will be no individual employment arrangements made between Tate Facilities Inc., and employees or groups of employees outside the authority of representation of the S.E.I.U. Local 200-C. The company has a right to execute a pre-employment arrangement, that does not change wages, hours and terms or conditions of employment as shown in the existing Agreement. It is understood between the parties that pre-employment agreements are an offer of employment by the Company.


#### ARTICLE 30 - TERM OF THE AGREEMENT

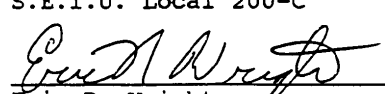
This Agreement is the result of negotiations between the parties covering the entire field of collective bargaining and wholly satisfies their obligations for the duration of this Agreement under all laws requiring them to bargain upon the parties hereto, their heirs, executors, administrators, successors, et al. This Agreement shall be in full force and effect as of October one (1), 1994, upon ratification of the bargaining unit, up through September thirty (30), 1998. There after, if neither party serves written notice to the other party not less than ninety (90) days prior to the expiration date each year of any intent to renegotiate any of the contract provisions and/or wage schedule. Signatures of the parties indicate full and complete Agreement.

  
Robert Holtz, Tate Facilities  
Service, Inc.

  
David Gaines, Project Manager  
Tate Facilities Service, Inc.

8/25/94  
Date

  
Anthony Leone, President  
S.E.I.U. Local 200-C

  
Eric R. Wright  
Business Representative  
S.E.I.U. Local 200-C

8/22/94  
Date

**APPENDIX A****WAGES AND BENEFITS**

Employees subject to this Agreement are entitled to wages and benefits as defined below, effective October 1, 1994 through September 30, 1998.

<b>WAGES</b>	<b>3%</b>	<b>3%</b>	<b>5%</b>	<b>5%</b>	<b>3%</b>
<b><u>Increase Per Yr.</u></b>	<b><u>10/1/93</u></b>	<b><u>10/1/94</u></b>	<b><u>10/1/95</u></b>	<b><u>10/1/96</u></b>	<b><u>10/1/97</u></b>
<b><u>JOB CLASS</u></b>	<b><u>WAGE RATE PER HOUR</u></b>				
Motor Veh. Mech	\$16.63	\$17.13	\$17.99	\$18.89	\$19.46
Storekeeper I	8.38	8.63	9.06	9.51	9.81
Storekeeper II	10.77	11.09	11.64	12.22	12.60
Roads & Grounds Lab.	8.79	9.05	9.50	9.98	10.29
Electrician	16.63	17.13	17.99	18.89	19.46
Light Driver	11.09	11.42	11.99	12.59	12.97
Plumber	16.14	16.62	17.45	18.32	18.89
HV Equip. Op.	16.63	17.13	17.99	18.89	19.46
Snow Removal	16.63	17.13	17.99	18.89	19.46
Info. Mgt. Tech.	9.95	10.25	10.76	11.30	11.64
Carpenter	16.14	16.62	17.45	18.32	18.89
Est. Planner	12.76	15.20	15.96	16.76	17.26
HVAC	16.63	17.13	17.99	18.89	19.46
Fuels Dist.	14.64	15.08	15.83	16.62	17.13
Fuels Q.C.I.	14.64	15.59	16.37	17.19	17.72
Maint. Trades Help	12.81	13.19	13.85	14.54	14.98
Messenger	7.02	7.22	7.58	7.96	8.21
Fuels Syst. Mech.	16.63	17.13	17.99	18.89	19.46
Prod. Cont. Clerk	8.32	9.60	10.08	10.58	10.90
Shipper/Packer	11.78	12.13	12.74	13.38	13.78
Pubs. Specialist	8.49	8.74	9.18	9.64	9.93
Freight Pax/Clrk.	10.77	11.09	11.64	12.22	12.60
Mail Prod. Clrk	7.06	7.27	7.63	8.01	8.26
Purchasing Agent	11.77	12.12	12.72	13.36	13.77
Storekeeper IIA	N/A	12.03	12.63	13.26	13.70
Forklift Oper.	N/A	15.13	15.89	16.68	17.21
Truck Driver/Med.	14.21	14.64	15.37	16.14	16.62
Truck Driv./Heavy	14.74	15.18	15.94	16.74	17.24
Truck Driver/Tractor Trailer	15.55	16.02	16.82	17.66	18.19
Bus Driver	14.98	15.43	16.20	17.01	17.52

Lead Pay: People serving in Lead positions as approved by the Company, shall receive an additional \$1.50 per hour, to be applied to their normal wage rate.

**FRINGE BENEFITS**

(A) Regular, non-probationary employees, including regular part-time and intermittent part-time and temporary employees, are eligible to participate in a benefits plan consisting of health plans and/or cash contribution costing an average of the below listed schedule; on a per hour basis, computed at all hours worked by eligible employees. Employees electing any cash distribution of Fringe Benefits, will receive the gross amount of the benefit balance, less (13.9%) thirteen and nine tenths percent.

**FRINGE - PER HOUR**

<u>10/1/93</u>	<u>10/1/94</u>	<u>10/1/95</u>	<u>10/1/96</u>	<u>10/1/97</u>
\$2.45	\$2.55	\$2.65	\$2.75	\$2.85
<b>CASH EQUIVALENT - PER HOUR</b>				
\$2.11	\$2.20	\$2.28	\$2.37	\$2.45

(B) Motor Vehicle Mechanics are entitled to a two-hundred (\$200.00) dollar tool reimbursement per contract year beginning 10/1/94 and 10/1/95. The dollar value of reimbursement shall be two hundred and fifty (\$250.00) dollars per contract year beginning 10/1/96 through 10/1/97.

(C) Employees receiving a minimum of sixty dollars (\$60.00) for safety shoes reimbursement, will continue to do so during the term of this Agreement.






<b>DEPARTMENT OF DEFENSE</b> <b>CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort)</i>				<b>1. CLEARANCE AND SAFEGUARDING</b> a. FACILITY CLEARANCE REQUIRED <b>TOP SECRET</b> b. LEVEL OF SAFEGUARDING REQUIRED <b>TOP SECRET</b>			
<b>2. THIS SPECIFICATION IS FOR: (X and complete as applicable)</b>				<b>3. THIS SPECIFICATION IS: (X and complete as applicable)</b>			
<input checked="" type="checkbox"/> a. PRIME CONTRACT NUMBER <b>F09634-99-C-0002</b>		<input type="checkbox"/> b. SUBCONTRACT NUMBER		<input type="checkbox"/> a. ORIGINAL (Complete date in all cases) Date (YYMMDD) <b>98 03 24</b>			
<input type="checkbox"/> c. SOLICITATION OR OTHER NUMBER		<input checked="" type="checkbox"/> b. REVISED (Supersedes all previous specs) Revision No. <b>R-1</b>		Date (YYMMDD) <b>98 12 23</b>			
<input type="checkbox"/> DUE Date (YYMMDD)		<input type="checkbox"/> c. FINAL (Complete Item 5 in all cases)		Date (YYMMDD)			
<b>4. IS THIS A FOLLOW-ON CONTRACT?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under <b>F09634-93-D-0002</b> (Preceding Contract Number) is transferred to this follow-on contract							
<b>5. IS THIS A FINAL DD FORM 254?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's requested dated _____, retention of the identified classified material is authorized for the period of _____							
<b>6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)</b>							
a. NAME, ADDRESS, AND ZIP CODE  <b>Griffin Services Inc</b> <b>5755 Dupree Drive, NW, Suite 220</b> <b>Atlanta GA 30327</b>		b. CAGE CODE <b>0CZF1</b>		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)			
<b>7. SUBCONTRACTOR</b>							
a. NAME, ADDRESS, AND ZIP CODE  <b>N/A</b>		b. CAGE CODE <b>N/A</b>		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) <b>N/A</b>			
<b>8. ACTUAL PERFORMANCE</b>							
a. LOCATION  <b>Work performance under this contract will be at</b> <b>Niagara Falls IAP-ARS NY</b>		b. CAGE CODE <b>N/A</b>		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) <b>914 SPTG/SPI(SSO)</b> <b>NFIAP-ARS</b> <b>Niagara Falls, NY</b>			
<b>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</b> This acquisition is for the provision of Base Operating Support Services at AFRC bases. This requirement includes Base Supply, Moor Vehicle Management, Traffic Management, Real Property Maintenance, Airfield Management, Weather, and Transient Aircraft Services.							
<b>10. THIS CONTRACT WILL REQUIRE ACCESS TO:</b>		YES	NO	<b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b>		YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. RESTRICTED DATA		<input type="checkbox"/>	<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. FORMERLY RESTRICTED DATA		<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. INTELLIGENCE INFORMATION		<input type="checkbox"/>	<input type="checkbox"/>	e. PERFORM SERVICES ONLY		<input checked="" type="checkbox"/>	<input type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)		<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S. PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Non-SCI		<input checked="" type="checkbox"/>	<input type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. SPECIAL ACCESS INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT		<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. NATO INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS		<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>	l. OTHER (Specify)			
k. OTHER (Specify)							

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Previous editions are obsolete.

<b>12. PUBLIC RELEASE.</b> Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate Government authority. Proposed public releases shall be submitted for approval prior to release.		
<input type="checkbox"/> Direct <input checked="" type="checkbox"/> Through (Specify): <div style="text-align: center;">           914 SPTG/SPI            NFIAP-ARS            NIAGARA FALLS NY         </div>		
<small>to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review.          In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.</small>		
<b>13. SECURITY GUIDANCE.</b> The security classification guidance need for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guidelines/extracts reference herein. Add additional pages as needed to provide complete See attached.		
DoD 5200.22M, National Industrial Security Program Operating Manual (NISPOM) Security Guidance, E.O. 12958, AFI 31-601, AFI 31-401, security requirements apply to this contract.		
Coordinated with HQ AFRC/SFI: <u>Kathy Fincher</u> Date: <u>4-28-98</u>		
<b>14. ADDITIONAL SECURITY REQUIREMENTS.</b> Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)		
Ref Item 10.e.(2): See attached non-SCI Release of Intelligence Information for additional security requirements. Prior approval of the contracting activity is required for subcontracting. Access to intelligence information requires special briefings and a final U.S. Government clearance at the appropriate level. Ref Addendum: See attached Contractor Visitor Group Security Agreement (VGSA).		
<b>15. INSPECTIONS.</b> Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)		
The installation commander or his designated representative will retain security oversight 94 SPTG/SFI). "Industrial Security Inspections, while operating on an Air Force Installation, will be conducted by the SSA." HQ AFRC/SC will perform COMSEC inspection. COMSEC Inspections every two (2) years. Semi-annual Base COMSEC Inspections.		
<b>16. CERTIFICATION AND SIGNATURE.</b> Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.		
a. TYPED NAME OF CERTIFYING OFFICIAL  <b>BETTY S FEIRICK</b>	b. TITLE  Contracting Officer	c. TELEPHONE (Include Area Code)  DSN 497-0588
d. ADDRESS (Include Zip Code) HQ AFRC/LGCP 1000A EXECUTIVE COURT WARNER ROBINS GA 31093		<b>17. REQUIRED DISTRIBUTION</b> <input checked="" type="checkbox"/> a. CONTRACTOR <input checked="" type="checkbox"/> b. SUBCONTRACTOR <input type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input checked="" type="checkbox"/> e. ADMINISTRATION CONTRACTING OFFICER <input checked="" type="checkbox"/> f. OTHERS AS NECESSARY
e. SIGNATURE 		

DD Form 254, DEC 90 (REVERSE) (EF-V1) (PerFORM PRO)

Item 13 Security Guidance (Continued)

10.a: COMSEC material/information may not be released to DoD contractors without Air Force Cryptological Support Center (AFCSC) approval. Contractor must forward requests for COMSEC material/information to the COMSEC officer through the program office. The contractor is governed by the DOD 5220.22-S COMSEC Supplement to the NISPOM in the control and protection of COMSEC material/information. Access to COMSEC material by personnel is restricted to U.S. citizens holding final U.S. Government clearances. Such information is not releasable to personnel holding only reciprocal clearances."

10.e.(2). Contractor will require AFD 14-3, AFI 14-303, DCID 1/7 and DoD 5200.22-M.

10.g. North Atlantic Treaty Organization (NATO). Special briefings are required for access to NATO. Prior approval of the contracting activity is required for subcontracting. Access to classified NATO information requires a final U.S. Government clearance at the appropriate level.

10.h. Prior approval of the contracting activity is required for subcontracting. Access requires a final U.S. Government clearance at the appropriate level.

10.j: FOUO information provided under this contract shall be safeguarded as specified in the attachment, "Protecting "For Official Use Only" (FOUO) Information."

11 .a.: Contract performance is restricted to Niagara Falls IAP-ARS, NY. Using activity will provide security classification guidance for performance of the contract.

11 .e.: Classification markings on the material to be furnished will provide the classification guidance necessary for performance of the contract."

11 .g.: The contractor is authorized to use the services of DTIC and will require the contractor to prepare and process a DD Form 1540, Registration for Scientific and Technical Information Services, and DD Form 1541, Facility Clearance Register. In authorizing the use of this service, the contracting official must critically review and clearly establish a contractor's need-to-know for DTIC scientific and technical information before approving the DD Forms 1540 and 1541. The contracting official, with concurrence of the program/project manager, must ensure specific fields of interest are identified only as they relate to the contract.

11.i.: Contractors are required to comply with EMSEC (TEMPEST) requirements according to AFI 33-203. If EMSEC requirements for the contract are over and above those normally called for in the NISPOM, the government program manager and the contracting official must ensure such requirements are specifically included in the contract. Contractor shall not implement specific EMSEC countermeasures nor shall they impose any EMSEC requirements on a subcontractor without prior approval of the Air Force. Contact the Wing Information Protection Office for information concerning EMSEC requirements. See Performance Work Statement (PWS) for any additional EMSEC requirements.

11.j: OPSEC requirements apply. The contractor must comply with special OPSEC requirements contained in the contract. The contractor shall not implement OPSEC requirements no shall they impose any OPSEC requirements on a subcontractor without prior approval of the Air Force. See PWS for any additional OPSEC requirements.

Item 14 Security Guidance (Continued)

Block 14: "Provide the information requested by the Notification of Government Security Activity Clause, AFFARS 5352.204-9000, and Visitor Group Security Agreements Clause, AFFARS 5352.204-9001, to the Servicing Security Activity (SSA) address in block 17 of this form. Refer to the contract document for these clauses."

Ref Item 17.f REQUIRED DISTRIBUTION (Others as Necessary)

914 SPTG/SFI (SS0) Niagara Falls IAP-ARS NY

914 LG/LGC

914 SPTG/SCB

HQ AFRC/SFI Robins AFB, GA

HQ AFRC/LGC

HQ AFRC/SC

**DEPARTMENT OF THE AIR FORCE  
AIR FORCE RESERVE COMMAND  
VISITOR GROUP SECURITY AGREEMENT  
(DoD 5220.22-M, NISPOM, Specific)**

1. **Contractual Agreement:** This agreement between the Installation Commander, **(insert name of installation)** and **(insert company's commercial name)**, **(insert CAGE number)**, is to be performed at **(insert name of installation)** under the provisions of DoD 5220-22-R, *Industrial Security Regulation*, Section I, Part 1. **(insert company's commercial name)**, hereafter referred to as a "visitor group," will be performing on a classified contract, DD Form 254, **DoD Classified Contract Security Specification, (insert contract number)** at **(insert physical on-base operation location)**. This Visitor Group Security Agreement (VGSA) prescribes specific actions to be taken by the visitor group and the **(insert identification of AF organization and installation location)**, (hereafter referred to as program manager), to properly protect classified defense information involved in this on-base contract. Under the terms of this agreement, **(insert identification of designated servicing security activity (SSA) or DIS, which ever is applicable, for example Special Access Program will fall under DIS)** is responsible for providing security program oversight, control, and supervision. *NOTE:* As used in the agreement, the terminology visitor group, contractor, company, and home office facility (HOF) are synonymous.

a. All parties, i.e.; the commanders concerned, program manager, contracting officer, staff agencies, Air Force sponsor, visitor group, and their subcontractor (if applicable), and the SSA will comply with the provisions of this agreement without exception or deviation.

b. **Contractor Security Supervision:** The visitor group's home office facility (HOF) will provide the SSA with formal written notice the names of persons (primary and alternate) at their HOF and on-base operations that are responsible for visitor group management and security administration of their operations. The designated on-base visitor group security representative shall complete the Department of Defense (DoD) Industrial Security Management Course, offered by the DoD Security Institute (DoDSI), within one year of assumption of security responsibilities.

c. **Standard Practice Procedures (SPP):** This agreement deletes need for the visitor group to publish an addendum/annex or supplement to the HOF SPP for this on-base company activity.

**d. Access and Accountability of Classified Information:**

(1) All on-base access to and/or possession of classified material and hardware in the custody of the visitor group at **(insert name of installation)**, will be under the control of the visitor group.

(2) If the visitor group finds unattended or insecure classified material or hardware on-base, they will secure the material, immediately notify the visitor group security representative, program manager or the Law Enforcement Desk at extension **(insert telephone numbers)** and/or report to **(insert physical location Law Enforcement Desk/Operations)**. Material(s) will be turned over to Security Forces for safeguarding if the designated primary or alternate classified safe custodian cannot be contacted. The SSA will be notified no later than the close of business or the next duty day with a follow-on formal Administrative Inquiry report no later than fifteen (15) days from date of the security incident; i.e., per DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), Chapter 1 Section 3.

(3) The visitor group shall establish an information management system to control the classified information in their possession (IAW) NISPOM, Chapter 5, Section 2. The disposition and retention of classified material will be in accordance with NISPOM, Chapter 5, Section 7.

(4) Dual access to the visitor group's GSA approved classified security containers or containers combinations is prohibited. In addition, the visitor group is prohibited from using security containers that require lock bar type devices. The visitor group cannot have access to government classified storage containers, nor can the government have sponsor access to the visitor group's containers. However, if an emergency type situation dictates, the contracting officer, in coordination with the program management and SSA may approve temporary dual access and/or storage.

**e. Storage of Classified Material:**

(1) The visitor group is authorized to store classified material and/or hardware necessary for contract performance. GSA approved containers, per DoD 5220.22-M, Chapter 5, Section 3, will be furnished by the government; providing the contract calls for Government Furnished Equipment (GFE).

(2) Under the terms of this agreement, government furnished security containers will be under the control

of the visitor group. The responsibility for setting the storage container combination(s) rests with the contractor. The visitor group will not use a government or private locksmith to set the combination. SF Form 700, **Security Container** Information, or the equivalent visitor group form, will be used to identify authorized persons having knowledge of the combination(s), to include their telephone number. This form will be posted inside the locking drawer of each security container. Classified safe combination number(s) will be on the "2A" portion of the SF Form 700. *NOTE:* If the combination is recorded, it must be secured in another GSA-approved safe.

**f. Transmission of Classified Material:** Classified material must be transmitted through official AF channels (BITS) using the following address (**insert government mailing address**). Classified information transmitted off the installation must also go through official AF mail channels using the above address as the sending addressee. Consent is granted by the program manager as stipulated by signature of this agreement.

**g. Disposition of Classified Material:** The visitor group will return to the program manager or designated government classified custodian all classified material furnished by the government; to include, surrendering all classified material developed by the visitor group in connection with the contract program or project when the classified material is no longer required, unless retention is granted by the contracting officer.

**h. Reproduction of Classified Material:** The visitor group is not authorized to reproduce classified material without the consent and/or approval of the program manager.

**i. Security Education and Awareness Training:** The visitor group will:

(1) On a recurring basis, but not less than annually (calendar year), brief all on-site cleared visitor group personnel on their responsibilities for safeguarding classified information per DoD 5220.22-M, Chapter 3, Section 1. These briefings need not include all provisions of the NISPOM, but should be tailored to operational classified and unclassified duties. Awareness training should include, contents of this agreement, applicable Department of Defense (DoD) form(s) and security discrepancies noted during the most recent reviews conducted by the SSA and reporting requirements per DoD 5220.22-M, Chapter 1, section 3.

(2) Conduct initial and refresher briefings and debriefings per DoD 5220.22-M, Chapter 3, Section 1. Certification of accomplishment of the Standard Form 312, **Classified Nondisclosure Agreement** (NDA) will be included in the classified Visit Authorization Letter (VAL).

(3) Insure participation of all on-site contractor personnel in security awareness orientation/education sessions conducted or scheduled by the visitor group security representative.

**j. Personnel Security Clearance (PCL):** The visitor group's HOF will submit VALs (classified and unclassified) for a 12 month period to the AF activity's security manager for their on-base personnel per DoD 5220.22-M, Chapter 6, Section 1. In addition, a copy of the VAL will be provided to the visitor group's on-base security representative. *NOTE:* A copy of each VAL will be retained at the contractor's on-site operating location. The contracting AF activity serves as sponsor for the visit. The government must approve "need-to-know" certification for all incoming visit requests.

**k. Reports:** The visitor group must immediately submit, in writing, to the SSA, a preliminary inquiry report required per DoD 5220.22-M, Chapter 1, Section 3. Paragraphs 1-301, 1-302, 1-303 and 1-304. The visitor group must also keep the SSA, Defense Investigative Service Clearance Office (DISCO), the Air Force Office of Special Investigation (AFOSI) and the Federal Bureau of Investigation (FBI) advised on any reports made per DoD 5220.22-M, Chapter 1, Section 3, Paragraphs 1-301 and 1-302.

(1) The SSA and/or AFOSI will conduct investigations within their purview as required and coordinate their investigation with the program manager and/or contractor security representative, as appropriate.

(2) The visitor group's HOF will advise the SSA of any changes in ownership or management, classified P.O. Box mail drop location at (**insert name of installation**).

**1. USAF Restricted Area and Company Badges:** Per AFI 31-209, *Resource Protection Program*, and AFI 31-101, *The AF Physical Security Program*, the visitor group employees will use the AF Form 1199, **USAF Restricted Area Badge**, to gain unescorted entry into USAF Controlled Area(s) and Restricted Area(s) on (**insert name of installation**). Restricted area badges will be issued only upon the request of the program manager or designated representative. A copy of the AF Form 2586, **Unescorted Entry Authorization Certificate**, will be filed and maintained by the requesting AF activity. Request for badge issuance must be supported by a valid VAL. Visitor group employees must wear, or have in their immediate possession, a company photo badge and/or wallet size identification that reflects the complete company name of the visitor's group, employee's name and photograph, and (**insert name of the installation**) prominently reflected on the face of the identification credential and any

additional data deemed appropriate by the visitor group management. Contractor identification badges may not used for base entry.

**m. End-of-Day Security Checks:** At the close of each working day, the visitor group will perform physical security checks within their assigned on-base work and/or operating locations per DoD 5220.22-M, Chapter 5, Section 1. The supervisor of the visitor group will designate, in writing, individuals to perform the end-of-day security checks to ensure:

- (1) All classified material has been properly stored.
- (2) Wastebaskets, routing baskets, typewriters, desk surface litter, classified computer systems, and any other work surfaces are void of classified material; i.e., "clean desk policy".
- (3) Bag or boxes used to segregate classified waste are properly safeguarded in an approved container or classified waste bin.
- (4) All classified containers have been properly secured by the designated company employee, checked by another individual, and both checks are recorded on SF 702, **Security Container Check Sheet**, or equivalent contractor form.
- (5) Checks of the area and the security container will be recorded on SF Form 701, **Activity Security Checklist**, or equivalent contractor form.

**n. Emergency Protection:** In the event of a natural disaster, major accident, or civil disturbance, the visitor group will make every effort to secure all classified material in a GSA-approved container. If unable to properly secure classified information, the visitor group will maintain constant surveillance of the affected area, if possible. If the work area is evacuated, upon termination of the emergency condition, the visitor group will inventory exposed classified holdings to verify no compromise or loss has occurred. In the event of such an occurrence, the discovering visitor group employee will immediately notify their on-base security representative, the program manager and the SSA.

**o. Protection of Government Resources:** Visitor group will comply with applicable AF activity's physical security and resource protection requirements, directives, and/or procedures.

**p. Clarification of Security Requirements:** Visitor group submit a request for clarification on security requirements as follows:

- (1) For clarification of DoD host installation or activity procedures or applicable DD Form 254 programs requirements; submit to the program manager or designee, who, in turn, coordinates with the governing contracting office and SSA.
- (2) Visitor Group's request for exceptions, deviations and/or waiver of security requirements of DoD 5220.22-M, NISPOM and this agreement will be submitted in writing to the SSA.

**q. Contract and associated DD Form 254:** The visitor group will maintain on file a copy of the contract, Statement of Work (SOW), Performance Work Statement (PWS), Contract Data Requirements List (CDRL), associated DD Forms 254, and/or revisions, to include any related correspondence.

## 2. Reviews:

a. The SSA, or DIS, as appropriate, will conduct security reviews of the on-base visitor group's operation at (specify) intervals to ensure compliance with applicable provisions of DoD 5220.22-M, AF directives, instructions, and this agreement. Written results of the security review will be provided to the visitor group and program manager. The visitor group is not required to acknowledge receipt or respond unless so directed in the report e.g.; Letter of Requirements (LOR) for serious review discrepancies.

b. The visitor group shall conduct formal self-inspections at intervals consistent with risk management principals. A written record of these self-inspections will be maintained on file (until next self-inspection is completed) at the on-base facility, and is subject to SSA or DIS (in some cases) review.

**3. Expenditures of Funds for Security:** This agreement is not an authorization for payment of funds for associated security expenditures. Nothing in this agreement shall be construed to impose any liability on the part of the U.S. Government for injury to the agents, employees of the contractor, its subcontractors, (if applicable) assignees, or other individuals acting for or on behalf of the contractor, to the property of the same, nor shall anything in this

agreement be construed to modify the provisions of existing contract(s).

**4. Review of this Agreement:** All parties must review this agreement at least annually, upon program changes, concept of operations, etc. The program manager or designee is responsible for the review and keeps a record of the last review. If changes are necessary, report them in writing, to the contracting officer.

**5. Visitor Register:** The visitor group shall maintain a record of all classified and unclassified visits to their on-base operating facilities. The register will reflect as a minimum: 1) the visitor's last name, first name, and middle initial; 2) the name of the company or agency he/she represents; 3) the visitor record need not indicate whether the visitor actually did or did not have access to classified information, but it must distinguish between a "classified" and "unclassified" visit; 4) the date(s) of his/her arrival and departure from the facility. Records of all such visits shall be maintained in accordance with AFMAN 37-139.

**6. Other:** The program manager or designee (normally the contracting officer) will furnish all government forms to the visitor group required under the terms of this agreement.

**7. Communication Security (COMSEC):** The visitor group will use secure communications (STU III) when discussing sensitive-unclassified information pertaining to this contract, when made available under the terms of this contract by the AF activity.

**8. Computer Security (COMPUSEC):** Automated information systems (AISs) i.e., computers, word processors, net-works and stand-alones, etc., used in the processing of classified information in support of this contract must be certified and operated per DoD 5220.22-M, Chapter 8, Sections 1 through 4 or AFI 31-2XX series and supplements thereto. Submit AISs certification and/or approval requests to the **(insert identification of Base Communication/ Information Activity)**, Designated Approval Authority (DAA), prior to commencement of classified operations. AIS's processing unclassified-sensitive information in support of this contract must likewise receive certification and/or approved prior to operation. Address Emission Security (EMSEC) concerns to the **(insert the identification of Base Communication/ Information Activity)**.

**9. Operations Security (OPSEC):** The visitor group will protect critical or sensitive-unclassified operational information per AFI 10-1101, *Operations Security (OPSEC)*, and AF activity guidance and/or direction.

**10. Foreign Involvement:** Under the terms of this agreement, the visitor group is required to notify the AF activity and contracting office, prior to any foreign involvement, regardless of access requirements or sensitivity of information to be disclosed (classified or unclassified).

**11. Key AF Point of Contacts (POCs):** (Insert names, Organizational address, and telephone numbers of program manager, contracting officer, SSA and other key base contracting or security representatives, as deemed appropriate).

**12. Other:** Nothing in this agreement shall be construed to impose any liability on the part of the US government for injury to the agents, employees of the contractor, its subcontractors, assignees, or other individuals acting for or on behalf of the contractor, to the property of the same, nor shall anything in this agreement be construed to modify the provisions of existing contracts.

\_\_\_\_\_  
Signature of Installation Commander or Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Contractor - Executive Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Program Manager (Government)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contracting Officer or Designee

\_\_\_\_\_  
Date

ATTACHMENT TO DD FORM 254 FOR CONTRACT NO:

CONTRACT EXPIRATION DATE:

#### REQUIREMENTS FOR CONTRACTOR ACCESS TO NON-SCI

1. No Government official shall authorize contractor use of intelligence materials or release to subcontractors without express authority from the Intelligence Support Office Senior Intelligence Officer(SIO).
2. The Contract Monitor (CM) is the representative of a project office responsible for the technical/administrative management of contract performance and who establishes the security requirements applicable to the contract. The CM provides guidance and assistance (through appropriate command channels) as necessary for the procuring contracting officer and the administrative contracting officer to exercise their responsibilities.
3. The CM is responsible for keeping a detailed listing of intelligence data released to contractors to support AFRC contracts. The CM works with the local Intelligence Office to determine the intelligence data the contractor needs to perform his/her contractual responsibility. The local Intelligence Office then provides the intelligence data to the CM for release to the contractor. Both the contractor and CM are responsible for maintaining a record of all intelligence data released under each specific contract. The CM and contractor must keep accurate records.

#### I. Release Procedures

1. The procedures for release of intelligence to a contractor must be submitted through the contracting officer who, in turn, will process the request through the CM and finally to the Intelligence Support Office for approval. Procedures are as follows:
  - a. Contract Monitor must prepare a request for the release of specific intelligence information. This request will be accompanied with a letter explaining the requirement and copies of the DD Form 254 and Statement of Work. The CM must include a statement certifying disclosure does not create an unfair competitive advantage for the contractor or a conflict of interest with the contractors obligation to protect information.
  - b. Submit to the Intelligence Office for approval to release.
  - c. The local SIO does not have authority to release all intelligence information. In some cases, the SIO must request approval for release from the originator. Upon receipt of approval to release, the SIO will release requested information to the CM.
  - d. Contractor, CM and the SIO will keep a strict accounting of all release of intelligence. These same procedures also apply when permission is needed to make extra copies of intelligence data. The above accountability procedures apply to all copies produced. No destruction of intelligence materials is authorized without advance approval from the SIO through the CM, except for working papers and derivative material produced in the publication process. Working papers and derivative material produced in the publication process do not need destruction approval.
2. All intelligence material released to the contractor remains the property of the US Government and may be withdrawn at any time. The contractor must maintain accountability for all classified intelligence released in his/her custody.
3. CM must ensure the contractor restrict access to only those individuals who possess the necessary security clearance and who are actually providing services under the contract with a valid need-to-know. Further dissemination to other contractors, subcontractors, other government agencies, private individuals or organizations is prohibited unless authorized in writing by the originating agency through the SIO.
4. CM must ensure each contractor employee having access to intelligence material is fully aware of the special security requirements for this material and that the contractor maintain records in a manner that will furnish, on demand, the names of individuals who have had access to this material in their custody.
5. CM must ensure that Intelligence material is not released to foreign nationals or immigrant aliens whether they are consultants, US contractors, or employees of the contractor and regardless of the level of their security clearance, except with advance written permission from the originator, through the SIO. Requests for release to foreign nationals shall be initially forwarded to the contract monitor and shall include:
  - a. A copy of the proposed disclosure.
  - b. Full justification reflecting the benefits to US interests.
  - c. Name, nationality, particulars of clearance, and current access authorization of each proposed foreign national recipient.
6. CM must ensure that the contractor designate an individual who is working on the contract as custodian. The designated custodian shall be responsible for receiving and accounting for all classified intelligence material received under this contract. This does not mean that the custodian must personally sign for all classified material. The inner wrapper of all classified material dispatched should be marked for the attention of a designated custodian and must not be opened by anyone not working directly on the contract.
7. Within 30 days after the final product is received and accepted by the procuring agency, classified intelligence materials released to or generated by the contractor, must be returned to the originating agency through the contract monitor unless written instructions authorizing destruction or retention are issued. Request to retain material shall be



directed to the CM for this contract in writing and must clearly indicate the justification for retention and identity of the specific document to be retained,

8. Classification and downgrading/declassification marking of documentation produced by the contractor shall be consistent with that applied to the information or documentation from which the new document was prepared. If a compilation of information or a complete analysis of a subject appears to require a security classification other than that of the source documentation, the contractor shall assign the tentative security classification and request instructions from the contract monitor. Pending final determination, the material shall be safeguarded as required for its assigned or proposed classification, whichever is higher, until the classification is changed or otherwise verified.

9. Intelligence material carries special markings. The following is a list of the authorized control markings of intelligence material:

a. "Dissemination and Extraction of Information Controlled by Originator (ORCON) This marking may be used only on classified intelligence that clearly identifies, or would reasonably permit ready identification of an intelligence sources or methods that are particularly susceptible to countermeasures that would nullify or measurably reduce its effectiveness. It is used to enable the originator to maintain continuing knowledge and supervision of the further use of intelligence beyond the original dissemination. This control marking may not be used when an item of information will reasonably be protected by use of any other control markings specified herein or in other DCIDS.

(1) Information bearing this marking may be disseminated within the headquarters elements of recipient organizations and may also be incorporated in whole or in part into other briefings or production, provided the briefing or Intelligence product is presented or distributed only to original recipients of the information. Dissemination beyond headquarters elements or to agencies other than the original recipients requires advance permission from the originator.

(2) Information bearing this marking must not be used in taking investigative action without the advance permission of the originator.

(3) As this is the most restrictive marking herein, agencies will establish procedures to ensure 1) that it is only applied to particularly sensitive intelligence and, 2) timely review of requests for further dissemination of intelligence bearing this marking. This marking may be abbreviated "ORCON" or "OC".

b. "Not releasable to Foreign Nationals (NOFORN)" This marking must be used with a security classification to identify intelligence that may not be released in any form to foreign governments, foreign nationals, or non-US government originator and then only when released in compliance with the National Disclosure Policy.

c. "Caution - Proprietary Information Involved" (PROPIN) This marking is used, with or without a security classification, to identify information provided by a commercial firm or private source under an express or implied understanding that the information will be protected as a proprietary trade secret or proprietary data believed to have actual or potential value. This marking may be used on proprietary information only when the government proprietary information can provide a contractor(s) an unfair advantage, such as US government budget or financial information. Information bearing this marking shall not be disseminated outside the Federal government in any form without the express per-mission of the originator of the intelligence and provider of the proprietary information. This marking precludes dissemination to contractors irrespective of their status to, or within, the US Government without the authorization of the originator of the intelligence and provider of the information. This marking shall be abbreviated "PROPIN" or "PR".

d. "Authorized for Release to (Name of Country(ies)/International Organization." The above is abbreviated "REL\_\_\_\_\_". This marking must be used when it is necessary to identify classified intelligence material the US Government originator has predetermined to be releasable or has been released through established foreign disclosure channels to the indicated country(ies) or organization.

10. The following procedures govern the use of control markings.

a. Any recipient desiring to use intelligence in a manner contrary to restriction established by the control marking set forth above shall obtain the advance permission of the originating agency through the CM. Such permission applies only to the specific purposes agreed to by the originator and does not automatically apply to all recipients. Originators shall ensure that prompt consideration is given to recipients' requests in these regards, with particular attention to reviewing and editing, if necessary, sanitized or paraphrased versions to derive a text suitable for release subject to lesser or no control markings.

b. The control marking authorized above shall be shown on the title page, front cover, and other applicable pages of documents, incorporated in the text of electrical communications, shown on graphics, and associated (in full or abbreviated form) with data stored or processed in automatic data processing systems. The control marking also shall be indicated by parenthetical use of the marking abbreviations at the beginning or end of the appropriate portions. If the control marking applies to several or all portions, the document must be marked with a statement to this effect rather than marking each portion individually.

c. The control markings shall be individually assigned at the time of preparation of intelligence products and used in conjunction with security classifications and other markings specified by EO 12958 and its implementing National Industrial Security Directives. The markings shall be carried forward to any new format in which the same information is incorporated including oral and visual presentations.

Contract Number: \_\_\_\_\_

## PROTECTING “FOR OFFICIAL USE ONLY” (FOUO) INFORMATION

### 1. GENERAL:

a. The 'For Official Use Only' (FOUO) marking is assigned to information at the time of its creation in a DoD User Agency. It is not authorized as a substitute for a security classification marking but is used on official government information that may be withheld from the public under exemptions 2 through 9 of the Freedom of information Act.

b. Other non-security markings, such as 'Limited Official Use' and 'Official Use Only' are used by non-DoD User Agencies for the same type of information and should be safeguarded and handled in accordance with instruction received from such agencies.

c. Use of the above markings does not mean that the information cannot be released to the public, only that it must be reviewed by the Government prior to its release to determine whether a significant and legitimate government purpose is served by withholding the information or portions of it.

### 2. MARKINGS:

a. An unclassified document containing FOUO information will be marked 'For Official Use Only' at the bottom of the front cover (if any), on the first page, on each page containing FOUO information, on the back page, and on the outside of the back cover (if any). No portion markings will be shown.

b. Within a classified document, an individual page that contains both FOUO and classified information will be marked at the top and bottom with the highest security classification of information appearing on the page. If an individual portion contains FOUO information but no classified information, the portion will be marked, 'FOUO.'

c. Any 'For Official Use Only' information released to a contractor by a DoD User Agency is required to be marked with the following statement prior to transfer:

This document contains information EXEMPT FROM MANDATORY DISCLOSURE UNDER THE FOIA. Exemptions apply. d. Removal of the 'For Official Use Only' marking can only be accomplished by the originator or other competent authority. When the 'For Official Use Only' status is terminated, all known holders will be notified to the extent practical.

3. DISSEMINATION: Contractors may disseminate 'For Official Use Only' information to their employees and subcontractors who have a need for the information in connection with a classified contract.

4. STORAGE: During working hours, 'For Official Use Only' information shall be placed in an out-of-sight location if the work area is accessible to persons who do not have a need for the information. During nonworking hours, the information shall be stored to preclude unauthorized access. Filing such material with other unclassified records in unlocked files or desks, is adequate when internal building security is provided during nonworking hours. When such internal security control is not exercised, locked buildings or rooms will provide adequate after-hours protection or the material can be stored in locked receptacles such as file cabinets, desks, or bookcases.

5. TRANSMISSION: 'For Official Use Only' information may be sent via first-class mail or parcel post. Bulky shipments may be sent by fourth-class mail.

6. DISPOSITION: When no longer needed, FOUO information may be disposed of by tearing each copy into pieces to preclude reconstructing, and placing it in a regular trash container or as directed by the User Agency.

7. UNAUTHORIZED DISCLOSURE: Unauthorized disclosure of 'For Official Use Only' information does not constitute a security violation but the releasing agency should be informed of any unauthorized disclosure. The unauthorized disclosure of FOUO information protected by the Privacy Act may result in criminal sanctions.

STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES  
(IAW FAR 22.1006(b))

<u>Employee Class</u>	<u>Monetary Wage (Hr)</u>	<u>Fringe Benefits*</u>	<u>Employee Class</u>	<u>Monetary Wage (Hr)</u>	<u>Fringe Benefits*</u>
Copier/Duplicating Equip Operator	7.81		Supervisory Engineering Technician	16.36	
Secretary (Stenography)	9.80		Facility Maintenance Controller	10.93	
Clerk Typist	7.81		Facility Maintenance Controller	12.14	
Stock Fund Management Specialist	12.14		Supply Technician	9.80	
Supply Specialist (Procedures)	12.14		Electrical Work Foreman	21.19	
Supervisory Supply Specialist	14.85		Electrician	16.03	
Supply Data Analyst	12.14		Electrician (High Voltage)	16.03	
Supervisory Supply Systems	17.97		Construction & Maint General	24.92	
Supply Management Officer	21.40		Welder	16.03	
Supervisory Supply Clerk	10.93		Painter	15.55	
Supervisory Supply Technician	14.85		Plumber	15.55	
Supply Clerk	9.80		Fuel Distribution System Mechanic	16.03	
Supply Clerk (Data Transcribing)	8.76		Carpenter	15.55	
Supervisory Supply Technician	13.45		Laborer	12.23	
Supply Technician	12.14		Maintenance Foreman	20.62	
Supply Clerk	7.81		Base Operations Specialist	14.85	
Supply Technician	10.93		Base Operations Technician	12.14	
Fuel Distribution System Worker	14.48		Boiler Plant Equip Mechanic	16.03	
Fuel Distribution System Inspector	15.01		Powered Support Systems Mech	16.03	
Motor Vehicle Operator	13.96		Sewage Lift Station Operator	13.96	
General Equip Examiner	14.48		Boiler Plant Operator	15.55	
Warehouse Worker Foreman	19.54		Mobile Equip Operation Foreman	20.62	
Warehouse Worker	13.96		Engineering Equip Operator	15.01	
Warehouse Worker	13.43		Engineering Equip Operator	16.03	
Warehouse Worker Foreman	17.92		Airfield Clearing Equip Operator	15.01	
Materials Expediter	13.43		Warehouse Worker	13.43	
Material Sorter and Classifier	13.96		Supply Clerk	8.96	
Fire Protection Specialist	12.14		Air Conditioning Equip Mechanic	16.03	
Reports & Control Clerk (Typing-	8.76		Utility Sys Repairer-Operator	21.19	
Management Assistant	10.93		Supervisory Computer Specialist	14.85	
General Transportation Officer	17.97		Computer Specialist	14.85	
Freight Rate Assistant	12.14		Computer Specialist	9.80	
Travel Clerk (Typing)	9.80		Computer Assistant	12.14	
Wood Worker	14.48		Telephone Operator	7.81	
Mobile Equip Driver Tester	15.01		Telecommunications Equip Oper	9.80	
Motor Vehicle Operator	13.43		Telecommunications Equip Oper	10.93	
Motor Vehicle Operator	14.48		Telecommunications Manager	14.85	
Mobile Equip Repair Inspector	16.60		Communications Clerk	8.76	
Mobile Equip Maint Foreman	21.69		Accounting Technician	9.80	
Heavy Mobile Equip Mechanic	16.03		Housing Management Assistant	12.14	
Heavy Mobile Equip Mechanic	15.01		Housing Manager	16.36	
Automotive Mechanic	16.03		Meteorological Technician	10.93	
Automotive Worker	15.01		Supervisory Meteorological Tech	13.45	
Materials Expediter	14.48		Electronics Mechanic	16.60	
Engineering Technician	12.14		Materials H&lder	13.43	

\* Plus fringe benefits of 29.34%

\*(1) Contributions of 5.1% of basic hourly rate for health insurance

(2) Contributions of 7% of basic hourly rate for retirement

(3) Ten paid holidays

(4) Paid vacation of two hours each week for employees with less than three years of service, three hours each week for employees with three or more years but less than fifteen years of service, and four hours each week for employees with fifteen or more years of service

DATE:

SUBJECT: Submission of Data, Contract \_\_\_\_\_

TO: LGCP (ATTN: Betty Holley)

Pursuant to Technical Exhibit C- -TE-4 of subject contract, the following listed data items are submitted herewith.

<u>DATA</u> <u>ITEM</u>	<u>DUE</u> <u>DATE</u>	<u>NUMBER OF</u> <u>COPIES</u>	<u>GOVERNMENT-APPROVAL</u> <u>REQUIRED (YES OR NO)</u>
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 (CONTRACTOR)

Atchs

- 1.
- 2.
- 3.
- 4.
- etc.

cy w/atchs to:

Receipt to above listed data submittals is hereby acknowledged.

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 ACO

NOTE 1: If Government approval is required, the Government OPR will submit all approvals, disapproval's and/or comments to the ACO for forwarding to the Contractor.

NOTE 2: Acknowledgment of receipt by the ACO does not constitute approval when approval is required, not does acknowledgment of receipt constitute acceptance (when approval is not required) if data are inaccurate, incomplete of otherwise deficient.

## CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following is a synopsis of the verifiable minimum required qualifications for contractor personnel as set forth in the performance work statement, as supplemented by the contractor's proposal.

### Position

### Minimum Required Qualifications

**Tab A - Overall Management**

Project Manager	3 years experience within the last six years simultaneously managing 3 or more functions of base operating support services, or commercial equivalent, of similar magnitude and scope as the total requirement of the PWS
Quality/Security/Safety Training Manager	BS or BA degree from an accredited college or university; 3 years direct experience in Quality Control Management; 1 year direct experience in government contract security and safety requirements

**Tab B - Base Supply**

Logistics (Supply) Manager	6 years working in USAF supply operations; 3 years general and 3 years supervisory; 4 year college degree in supply or logistics management or equivalent field experience
Fuels Supervisor	3 years experience working in the AF fuels management function, or equivalent, within the past 10 years, one year of which was in base level fuel operations and 2 years of which were in a managerial capacity
Fuels Personnel	2 years experience in receipt, storage, and issuance of petroleum products, liquid propellants, gases and oxidizers, and the operation of aviation and ground fuels storage and dispensing systems, mobile and fixed fuel systems used in the servicing of military or civilian aircraft; Fuels QC and Accounting personnel will have 5 years experience in Fuels Management and will have been graduated from the AETC Formal Lab and Accounting schools; Fuels personnel working the LOX Storage/ Distribution Facility will have 5 years experience in Fuels Management and have been graduated from the Cryotainer Maintenance course
Storekeeper II	3 years SBSS experience; High School graduate; USAF AFSC 2S501 or equivalent
Storekeeper I	2 years retail supply or 1 year SBSS; High School graduate; USAF AFSC 2S301 or equivalent
Publications Specialist	2 years publications and administrative support experience; High School graduate; DoD publications maintenance experience
Forklift Operator	3 years forklift operation experience; High School graduate; warehouse operations experience with initial and annual certification required; 1 year experience in storage and materials handling
Tractor Trailer Operator	3 years tractor trailer operations experience; High School graduate; CDL with an "H" endorsement; 1 year experience in storage and material handling
Truck Driver, Medium	3 years truck operations experience; High School graduate; Valid state driver's license; 1 year storage and material handling experience
Truck Driver, Light	2 years truck operations experience; High School graduate; valid state driver's license; 1 year storage and material handling experience
Shipper/Packer	2 years relevant SBSS experience; High School graduate; Hazardous Cargo Certified

**Tab C - Motor Vehicle Management**

Motor Vehicle Manager	Five years experience as a manager of vehicle maintenance services; High School graduate; Qualified mechanic with relevant ASE certification
Dispatcher Lead	2 years experience in dispatching motor vehicles, planning routes, scheduling and assigning motor vehicles, preparing reports, and maintaining detailed utilization records; High School graduate
Mechanic Lead	3 years experience in vehicle mechanic services in either gasoline or diesel engines and related vehicle systems; qualified mechanic with relevant ASE certification; High School graduate
Tractor/Trailer Driver	2 years experience; High School graduate; Commercial Driver's License
Truck Driver, Medium	2 years experience; High School graduate; Commercial Driver's License
Mechanic	4 years experience in vehicle mechanic services in either gasoline or diesel engines and related vehicle systems

**Tab D - Transportation Management**

Traffic Management Supervisor	3 years experience within the last 10 years in a traffic management organization responsible for freight movement and passenger services; High School graduate; Hazardous Cargo certified
Freight/Passenger Spec	2 years experience in arranging travel, planning routes, scheduling and reserving rental vehicles, preparing reports, and maintaining detailed records; High School graduate
Shipping/Receiving Spec	High School graduate
Packing Specialist	3 years experience within the last ten in functions such as packaging and warehousing; qualified to operate forklifts up to 15,000 lb capacity; experience loading and unloading aircraft; High School graduate

**Tab E - Communications and Information Management**

COMM/IM Supervisor	6 years experience managing Air Force Communications-Computer System (C-CS) organizational assets; 2 years college or equivalent experience
C-CS Maintenance Technician	6 years hands-on, including 3 years supervising communications operations or communications maintenance; demonstrated knowledge of administrative, training, and general supply procedures required & ground radio equipment; current equipment proficiency certificate per AF1 21-109; 1 year hands-on experience with specific COMSEC equipment; High School graduate or equivalent; successful completion of training course #E3AZR3C051-002 and LMR course #E3ABR2E133-001, or equivalent
TCC Specialist	2 years experience operating computer equipment which processes classified messages; 1 year experience processing data products and classified and unclassified messages; High School graduate or equivalent; 3 years experience in COMSEC material processing or certificate of successful completion of AF COMSEC management course; meet all requirements of AFKAG-1
TCC Operator	2 years experience operating computer equipment which processes classified messages; 1 year experience processing data products and classified and unclassified messages; High School graduate or equivalent; 3 years experience in COMSEC material processing, or certificate of successful completion of AF COMSEC management course; meet all requirements of AFKAG-1
NCC Lead & Specialist	2 years experience managing an Ethernet LAN & network security; 1 year experience in small computer support in a Microsoft DOS/Windos environment & UNIX/ 3 years hands-on experience with operation, installation, and repair of personal & mini-computers using MS-DOS 5.0 or higher; Certified Network Administrator (CAN) or a certificate of successful completion of Microsoft NT Server Administration Training
BITC/Mail Clerk	2 years experience in AF BITC, PDO, BTDO, including 1 year in USPS & mailroom operations and 1 year supervisory experience in same environment; High School graduate or equivalent
Publication Clerk	6 months experience in requisitioning procedures, stocking, inventory, documentation, packaging, and basic microcomputer usage; High School graduate or equivalent
Lead Customer Service Operator	1 year experience as a telephone operator; 1 year experience in telephone billing, work order requests, telecommunications circuit requests and telephone system administration
Customer Service/Telephone Operator	1 year experience as telephone operator; High School graduate or equivalent
C-CS Training/NCC	3 years experience in AF/DoD message center operations, or equivalent experience, with mini-computers using MS-DOS 5.0 or higher; High School graduate or equivalent; 3 years experience in COMSEC material processing or certificate of successful completion of AF COMSEC management course; meets all requirements of AFKAG-1

**Tab F - Real Property Maintenance**

Real Property Maintenance Manager	10 years experience in a combination of construction, maintenance, and operation of facilities and utilities; 6 years management-level experience in any of the above areas; BS degree in Engineering/Management
Planner/Estimator	3 years experience; AA Degree/Technical School
Production Control Clerk	3 years experience; High School graduate
U/F M&R Supervisor	7 years experience; High School graduate; journeyman or supervisory background; HAZWOPER certified
Roads & Grounds Maint Sup	7 years experience; High School graduate; HAZWOPER certified
Electrician, Int/Ext	4 years experience; High School graduate; journeyman skill level
General Maint Worker	4 years experience; High School graduate; skilled in all craft areas; HAZWOPER certified
Equipment Operator	4 years experience; High School graduate; CDL; HAZWOPER certified
Carpenter/Painter	4 years experience; High School graduate; journeyman skill level; HAZWOPER certified
Carpenter/Locksmith/Roofers	4 years experience; High School or Technical School graduate; journeyman skill level; all lock systems & roofing experience; HAZWOPER certified
Fuels Distribution System Mech/Pipefitter/Plumber	5 years experience; High School graduate; LFM certification, HP water, steam, gas systems, and gas flow preventors; HAZWOPER certified
HRAC Mechanic	4 years experience; High School graduate; journeyman skill level; HAZWOPER certified
Grounds Maint Laborer	2 years experience; High School graduate
Liquid Fuels Maintenance workers	5 years experience on maintenance of aviation fuel systems or successful completion of LFM courses J3AZR3E432 and J3AZR3E452
Resources Management Inspector	5 years experience in planning, estimating and application of quantitative techniques to resource management; documented training in industrial safety and hazardous material control, to include HAZWOPER; working knowledge of OSHA, AFOSH, and HAZMAT regulations; trained in appropriate quality control theories, procedures, and techniques; multi-skilled journeyman with working knowledge of all crafts to be inspected; working knowledge of WIMS with minimal hands-on experience
Utilities Systems & Heavy Repair Inspector	5 years recent supervisory experience in an operation of similar size and scope; documented training in industrial safety and hazardous material control, to include HAZWOPER; working knowledge of OSHA, AFOSH, and HAZMAT regulations; trained in appropriate quality control theories, procedures, and techniques; multi-skilled journeyman with working knowledge of all crafts to be inspected; substantial EMS experience; working knowledge of WIMS, with minimal hands-on experience
Roads and Grounds Inspector	5 years recent supervisory experience in an operation of similar size and scope; licensed and experienced heavy equipment operator; documented training in industrial safety and hazardous material control, to include HAZWOPER; working knowledge of OSHA, AFOSH, and HAZMAT regulations; trained in appropriate quality control theories, procedures, and techniques; 2 years experience in pavement and grounds maintenance; experienced in proper use of herbicides and pesticides; working knowledge of WIMS with minimal hands-on experience

**Tab H - Airfield Management**

Chief of Airfield Mgmt	3 years experience in USAF Airfield Management with 18 months as Chief of Base Operations; High School graduate; USAF 9 skill level, or civilian equivalent
Asst Airfield Manager	18 months experience in USAF Base Operations in a supervisory capacity; High School graduate; USAF 7 skill level, or civilian equivalent
Flight Service Specialist	1 year experience in USAF Base Operations; High School graduate; USAF 5 or 7 skill level, or civilian equivalent

**Tab I - Meteorological Services**

Weather Supervisor	Two years management/supervisory experience; meets or exceeds all weather observer qualifications of subordinates
Weather Observer	2 continuous years experience in taking, recording, encoding, and disseminating surface weather observations; 3 months experience using a Continental United States Meteorological Data System

**Attachment 7**  
**HAZMAT SPILL NOTIFICATION AND RESPONSE PROCEDURE**

This procedure applies when the contractor causes or discovers a spill, release or leakage of any HAZMAT substance, which includes but is not limited to: Petroleum, Oil, Lubricant (POL) fuel, waste oil, hazardous material, hazardous waste, AFFF liquid, sewage, toxic gases or vapors, etc, which could potentially damage or endanger the environment, or threaten public health or personnel safety. Specific non-POL chemicals are listed on the Hazardous Substance list in 40 CFR 302.4 and on the Extremely Hazardous Substance list in 40 CFR 355.40.

If the contractor causes a spill, then financial liability for all spill related costs shall rest solely with the contractor. In the case of pre-existing environmental contamination within a spill area, the contractor is only liable for costs related to a spill which they caused. Such liability shall include, but is not limited to: spill response costs, spill area cleanup and remediation costs, spill waste disposal costs, and any penalties that may be assessed by regulatory agencies as a result of the spill.

If the contractor discovers a spill, which is not caused by the contractor, then financial liability for all spill related costs shall not rest with the contractor, unless determined otherwise by a fair and reasonable investigation of the spill.

Regardless of whether the contractor causes or discovers a spill, the contractor shall be responsible to comply with this procedure, that was developed from the base HAZMAT Emergency Planning & Response Plan.

**A. If the spill can be contained and controlled by the contractor, without undue risk of injury to personnel, and without assistance from the base Fire Dept or other HAZMAT response team, then the contractor shall perform the following:**

1. Immediately upon recognizing a spill, use materials from any available spill kit or other equipment as required, to contain and control the spill.
2. Notify the base Fire Dept at extension 2086 and provide the following information:
  - a. Name of person reporting spill
  - b. Exact location of spill
  - c. Personnel injuries
  - d. Substance spilled
  - e. Estimate of amount spilled
  - f. Date and time of spill
  - g. Status of spill containment and control
  - h. Status of spill clean up
3. If the spill can be cleaned up by the contractor, and there is no environmental (soil or water) contamination, and no excavation is required, then perform the following:
  - a. use absorbent materials from any available spill kit or other equipment as required, to collect and clean up spilled substances as much as possible.
  - b. Do not hose down spilled substances into floor drains or storm drains.



4. Properly package and dispose of spilled substances and waste materials generated during the spill response or clean up, in accordance with the Hazardous Waste Management Plan.

5. If the spill cannot be cleaned up by the contractor, or there is environmental contamination, or excavation is required, then notify the base CEV office at extension 3125 or 3123 for technical assistance. CEV will determine which organization, other than the BOS contractor, is going to perform the spill cleanup, and will ensure that the cleanup methods used are in compliance with applicable environmental regulations.

**B. If the spill cannot be contained and controlled by the contractor, or involves undue risk of injury to personnel, or requires assistance from the base Fire Dept or other HAZMAT response team, then the contractor shall perform the following:**

1. Immediately upon recognizing a spill, notify the base Fire Dept at extension 2086 and provide the same information as listed in step A.2 above.

**2. Stop the source of a spill in progress, if possible without undue risk of injury to personnel, using materials from any available spill kit or other equipment as required.**

**3. Ensure that all employees in spill area, shut down their work operations and secure their equipment as required. Restrict all sources of ignition.**

**4. Make the spill area "Off Limits" to unauthorized personnel. Evacuate to an area upwind of the spill, if appropriate for the type of substance spilled.**

**5. Report all known spill information to the On Scene Commander, Incident Commander, or Senior Fire Official on duty, as appropriate when they arrive at the area.**

6. If the spill resulted in environmental (soil or water) contamination, or excavation is required for clean up, then notify the base CEV office at extension 3125 or 3123 for technical assistance. CEV will determine which organization, other than the BOS contractor, is going to perform the spill cleanup, and will ensure that the cleanup methods used are in compliance with applicable environmental regulations.